



# REQUEST FOR PROPOSALS

Medicaid Utilization Management

Program for Imaging Services

RFP #20150625

Contact:

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Procurement Officer

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## Due Dates

Questions & Letter of Intent

E-MAIL or MAIL or HAND DELIVERY

5:00 PM Central Standard Time, Friday, July 17, 2015

Answers Posted to Internet [www.medicaid.ms.gov/bids.aspx](http://www.medicaid.ms.gov/bids.aspx)

5:00 PM Central Standard Time, Friday, July 24, 2015

Sealed Proposals

MAIL or HAND DELIVERY ONLY

5:00 PM Central Standard Time, Thursday, July 31, 2015

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Office of the Governor-Division of Medicaid

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## 1.0 SCOPE OF WORK

### 1.1 PURPOSE

#### 1.1.1. Advanced Imaging Utilization Management Technical Requirements

This contract is for the development, implementation, and operation of a radiology management program for prior authorization of non-emergency, outpatient advanced imaging studies including, but not limited to, hospital outpatient, free standing clinics, and private physician offices covered under the Division of Medicaid (DOM) program. The Contractor shall develop a process to review requests for prior authorization for advanced imaging services based on DOM approved criteria for advanced imaging procedure and diagnostic codes.

The Methodology section of the Technical Proposal must provide information on the Offeror's experience that clearly demonstrates how the Offeror will meet stated requirements and describe in detail the Offeror's experience administering similar Utilization Management (UM) programs for advanced imaging services for commercial and/or government health care programs.

Preference will be given to an Offeror that is a Quality Improvement Organization (QIO) under contract with the Centers for Medicare and Medicaid Services (CMS) or a CMS designated QIO-like entity as designated by CMS, thereby enabling the State of Mississippi to qualify for the seventy-five percent (75%) federal financial participation (FFP) as established in 42 C.F.R. § 433.15(b)(6)(i).

The Offeror must comply with the applicable requirements of Miss. Code Ann. Sections 41-83-1 *et seq.* and have certification as a Utilization Review Resource for the State of Mississippi as required by such Section.

**Table 1: RFP and Procurement Timetable**

Date	Process
June 25, 2015	Public Release of RFP
July 17, 2015	Deadline for Letter of Intent and Written Questions
July 24, 2015	Response to Questions Posted
July 31, 2015	Proposal Deadline
August 3, 2015	Evaluation of Technical Proposal
August 25-27, 2015	Oral Presentations
August 31, 2015	Evaluation of Business Proposal
September 4, 2015	Executive Review and Award
December 1, 2015	Contract Start

### **1.2.1 Mandatory Letter of Intent**

The Offeror is required to submit a written Letter of Intent to Bid. The Letter of Intent is due by 5:00 p.m. CDT, July 17, 2015, and should be sent to:

Matthew Nassar  
Procurement Officer  
Division of Medicaid  
Walter Sillers Building  
550 High Street, Suite 1000  
Jackson, Mississippi 39201

OR EMAIL: [Matthew.Nassar@medicaid.ms.gov](mailto:Matthew.Nassar@medicaid.ms.gov)

The Letter of Intent shall be on the official business letterhead of the Offeror and must be signed by an individual authorized to commit the Offeror to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Offeror to submit a proposal. However, an Offeror that does not submit a Letter of Intent by 5:00 p.m. CDT, July 17, 2015, will not thereafter be eligible for the procurement.

Prior to July 17, 2015, all RFP amendments will be sent to all organizations that request an RFP and will be posted on DOM's procurement Website, <http://www.medicaid.ms.gov/resources/procurement>. After July 17, 2015, RFP amendments will only be distributed to Offerors that have submitted a Letter of Intent.

### **1.2.2 Procedure for Submitting Questions**

Multiple questions may be submitted using the template at [www.medicaid.ms.gov/resources/procurement](http://www.medicaid.ms.gov/resources/procurement). Written answers will be available no later than 5:00 p.m. CDT, Friday, July 24, 2015, via DOM's procurement Website [www.medicaid.ms.gov/resources/procurement](http://www.medicaid.ms.gov/resources/procurement). Questions and answers will become part of the final contract as an attachment. Written responses provided for the questions will be binding.

Questions should be sent to:

Matthew Nassar  
Procurement Officer  
Division of Medicaid  
Walter Sillers Building  
550 High Street, Suite 1000  
Jackson, Mississippi 39201

OR EMAIL: [Matthew.Nassar@medicaid.ms.gov](mailto:Matthew.Nassar@medicaid.ms.gov)

### **1.2.3 Proposal Submission Requirements**

Proposals must be in writing and must be submitted in two (2) parts: 1) Technical Proposal; and 2) Business Proposal. The format and content of each proposal are specified in Sections 5 and 6, respectively, of this RFP.



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Technical Proposals for the RFP must be submitted in three-ring binders with components of the RFP clearly tabbed. An original and four (4) copies of the Technical Proposal under sealed cover and an original and two (2) copies of the Business Proposal under separate sealed cover must be received by DOM no later than 5:00 p.m. CDT, on July 31, 2015. The Offeror must also submit one (1) full copy of the Technical Proposal and one (1) redacted version on CD in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

Offerors must also submit one (1) full copy of the Technical Proposal in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format through MAGIC. MAGIC is the State of Mississippi's Accountability System for Governmental Information and Collaboration. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx (bid) opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to an RFx electronically, and receive purchase orders by email. In order to register, please go the following website:

[http://www.mmrs.state.ms.us/vendors/Supplier\\_\(Vendor\)\\_Self-Service.shtml](http://www.mmrs.state.ms.us/vendors/Supplier_(Vendor)_Self-Service.shtml)

Any proposal received after this date and time will be rejected and returned unopened to the Offeror. Proposals should be delivered to:

Matthew Nassar  
Procurement Officer  
Division of Medicaid  
Walter Sillers Building  
550 High Street, Suite 1000  
Jackson, Mississippi 39201

The outside cover of the package containing the Technical Proposal shall be marked:

RFP # 20150625  
Technical Proposal  
(Name of Offeror)

The outside cover of the package containing the Business Proposal shall be marked:

RFP # 20150625  
Business Proposal  
(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. The Offeror is responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile proposal will not be accepted. Each proposal must be signed in blue ink by an official authorized to bind the Offeror to the proposal provisions. Proposals and modifications thereof received by DOM after the time set for receipt or at any location other than that set forth above will be considered late and will not be considered for award.

## **1.2. General Advanced Imaging Prior Authorization Requirements**

1. The Contractor must demonstrate high quality administrative and clinical leadership in UM services. The Contractor shall conduct reviews including but not limited to the following non-emergency advanced imaging studies provided in outpatient settings, including, but not limited to, freestanding clinics, hospital outpatient, and private physician offices:
  - a. Computerized Tomography scans;
  - b. Magnetic Resonance Images;
  - c. Magnetic Resonance Angiograms;
  - d. Positron Emission Tomography scans;
  - e. Nuclear Cardiology; and
  - f. Other identified over utilized or high-cost radiology services.
2. The Contractor shall develop, implement, and maintain a UM program, which includes prior authorization or other prospective review of advanced imaging services requests.
3. The Contractor shall review prior authorization requests using DOM approved guidelines to determine medical necessity. Requests and approvals shall be based on specific imaging current procedural terminology (CPT) codes. Historic volumes of advanced imaging services are on DOM's procurement Website, <http://www.medicaid.ms.gov/resources/procurement/>.
4. The Contractor shall comply with the following time frames.
  - a. Precertification Reviews: The Contractor shall have the capability and established procedures to ensure determinations for precertification reviews are completed ninety-eight percent (98%) of the time within two (2) business days of receipt.
    - 1) The Contractor shall report these requirements to DOM via a monthly deliverable report submitted on the fifth (5th) calendar day of the month following the reporting period. The monthly deliverable report should provide the percent of reviews completed based on category (Computerized Tomography scans, Magnetic Resonance Images, Positron Emission Tomography scans, Nuclear Cardiology, Other identified over utilized or high-cost radiology services). The report should also provide the total average number of business days required to pre-certify each category and a column totaling all categories percent of reviews completed.
    - 2) Failure by the Contractor to meet the ninety-eight percent (98%) performance standard as evidence by Contractor's monthly reporting will, at the discretion of DOM, result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00 ) per month the reporting percentage in not met. Assessment of damages will be based on the total percent of reviews completed below the ninety-eight percent (98%) performance standard, not by each individual category percentage. The report template shall be presented to DOM forty-five (45) calendar days prior to the operational phase of the Contract for review and approval of reporting requirements.

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- b. Retrospective Reviews: The Contractor must accept requests initiated after the requested service has been performed, but only when clinical urgency prevents prior authorization.
  - 1) The Contractor must utilize the National Committee of Quality Assurance (NCQA) definition of “urgent”.
  - 2) The Contractor must accept retrospective reviews for authorization up to and including five (5) business days following the date of service or as specified by DOM.
  - 3) One hundred percent (100%) of Retrospective review requests must be reviewed and a decision made within five (5) business days of receipt of the request.
  - 4) The Contractor shall report these requirements to DOM via monthly deliverable report submitted on the fifth (5th) calendar day of the month following the reporting period. The monthly deliverable report should provide the percent of retrospective reviews completed based on category (Computerized Tomography scans, Magnetic Resonance Images, Positron Emission Tomography scans, Nuclear Cardiology, Other identified over utilized or high-cost radiology services). The report template shall be presented to DOM forty-five (45) calendar days prior to the operational phase of the Contract for review and approval of reporting requirements.
  - 5) Failure by the Contractor to meet the one hundred percent (100%) performance standard as evidenced by the Contractor’s monthly reporting shall, at DOM’s discretion, result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00) per month the reporting percentage is not met. Assessment of damages will be based on the total percent of reviews completed below the one hundred percent (100%) performance standard and, not by each individual category percentage.
- c. Retroactive Eligibility: The Contractor must accept requests due to Retroactive eligibility “enrollment”.
  - 1) Requests must be accepted for a period of six (6) calendar months from the date enrollment was updated in the DOM fiscal agent system or as specified by DOM.
  - 2) The Contractor will issue determinations due to retroactive eligibility requests for dates of services in accordance with the beneficiary’s eligibility and dates of service the procedure was performed.
  - 3) The Contractor shall report these requirements to DOM via monthly deliverable report submitted on the fifth (5th) calendar day of the month following the reporting period. The report shall be presented to DOM forty-five (45) calendar days prior to the operational phase of the Contract for review and approval of reporting requirements.
  - 4) One hundred percent (100%) of Retroactive eligibility requests must be reviewed and a decision made within five (5) business days of receipt of request.
  - 5) Failure by the Contractor to meet the one hundred percent (100%) performance standard as evidenced by the monthly deliverable reporting may result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00) per month the reporting percentage is not met.

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5. The Contractor shall have the capability and established procedures that allow for receipt of prior authorizations and other prospective review requests and supporting information via telephone, facsimile, mail, and Web-based submissions from clinics, outpatient hospital providers, and attending physicians.

No less than fifteen (15) calendar days prior to the Operations Start Date and/or contract renewals, DOM may conduct a Readiness Review of the Contractors abilities to receive prior authorizations and other prospective review requests and supporting information via telephone facsimile, mail and web-based submissions from clinics, outpatient hospitals providers and attending physicians. After which, DOM may approve the Contractor for implementation. The Contractor must receive written DOM approval for all submission and demonstration requirements prior to the implementation date.”

1. The Contractor shall establish and maintain a dedicated telephone number, toll-free in Mississippi, for the receipt of prior authorization requests for advanced imaging services submitted by telephone. The Contractor shall utilize a local call center and use dedicated call center staff for receipt of Mississippi prior authorization requests for advanced imaging services submitted by telephone. The Contractor shall maintain a Call Center within Hinds, Madison, or Rankin County, Mississippi, subject to approval by DOM. The dedicated telephone line shall be answered by live operators Monday through Friday, 7:00 a.m. to 6:00 p.m. Central Standard Time including State holidays except for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Calls placed during hours that the Call Center is not open shall receive a voice message, in English, stating the hours of operation. The Contractor may also route calls that are placed during hours that the Call Center is not required by DOM to be open to any call center operated by Contractor staff in any location in the United States of America. The Contractor may never route calls outside of the United States of America. The Contractor shall train staff on using services offered by Mississippi Relay Captioned Telephone Service for callers who are deaf, hard-of-hearing, deaf-blind, or speech disabled. The Contractor shall propose an alternate Call Center protocol for non-English speaking or non-verbal Beneficiaries. The Contractor shall release and transfer the toll-free telephone number(s) to DOM or a successor Contractor upon termination of the Contract.
2. Oral contact between the Contractor and a Beneficiary shall be in a language the Beneficiary understands. The Contractor shall employ English-speaking Call Center Staff. If the Beneficiary’s language is one other than English, the Contractor shall offer and, if accepted by the Beneficiary, supply interpretive services. If a Beneficiary requests interpretive services by a family member or acquaintance, the Contractor shall not allow such services by anyone who is under the age of 18.
3. The Contractor shall ensure that its Call Center Staff treats each caller with dignity, and respects the caller’s right to privacy and confidentiality. The Contractor shall process all incoming telephone inquiries regarding advanced imaging services in a timely, responsive and courteous manner. Telephone staff shall greet callers and shall identify

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the Contractor and themselves by name when answering. The Contractor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls for compliance with customer care guidelines each quarter. The Contractor will report the findings of these audits to DOM via quarterly deliverable report. The report must be presented to DOM prior to the operational phase of the Contract for review and approval of reporting requirements. The Contractor will make recordings available to DOM upon request within five (5) business days.

4. The Contractor shall operate an automatic call distribution (ACD) system for Mississippi specific operations. Callers shall be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded. The ACD and reporting system shall be able to record and aggregate the following information and shall be able to produce the reports listed below daily, weekly, or monthly; as well as any ad hoc reports requested by DOM. The Contractor shall provide the below requirements to DOM via a monthly deliverable report:

- i. The number of incoming calls;
- ii. The number of calls answered;
- iii. The average time to answer a call;
- iv. The number of abandoned calls during the waiting in queue for interaction with the Call Center Staff;
- v. The average abandonment time;
- vi. The highest abandoned call time;
- vii. The average talk time;
- viii. The identity of the Call Center Staff member taking the call and authorization request;
- ix. The daily percentage of abandoned calls and calls answered; and
- x. The number of available operators by time of day and day of week, in hourly increments.

- b. The Contractor shall establish and maintain a dedicated facsimile number, toll-free in Mississippi, for the receipt of prior authorization and prepayment review requests for advanced imaging services submitted by facsimile.
- c. The Contractor shall establish and maintain a physical mailing address in Jackson, Mississippi for the receipt of prior authorization and prepayment review requests for advanced imaging services submitted by mail.

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- d. The Contractor shall establish and maintain a Web-based review system that is compliant with all federal and state regulations including but not limited to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, for receipt of prior authorization and prepayment review requests for advanced imaging services submitted electronically. The Web-based review system should provide real-time certification decisions, 24-hours a day, seven days a week using rules based algorithms for determining authorization. This Web-based system must comply with the requirements set forth in this RFP. The bidder must provide an overview of the web-based review system in the response to this RFP. The Web-based review system must be presented to DOM forty-five (45) calendar days prior to the operational phase of the contract for review and approval.
6. Regardless of the mode of receipt, the Contractor shall have established procedures and sufficient capacity for intake staff to screen requests for completeness and request non-clinical information as appropriate for prior authorization and prospective review of advanced imaging services. The Contractor shall provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract.
7. Regardless of the mode of receipt, the Contractor shall have established procedures and sufficient capacity to receive review requests, clinical documentation, and other forms or documentation required for prior authorization review of advanced imaging services. The Contractor shall provide the established procedures for each mode of receipt for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract.
8. The Contractor shall have the capability and established procedures to pend any advanced imaging services review request if the provider submits a request for certification to the Contractor with incomplete, inadequate, or ambiguous information. The Contractor shall seek clarification or request that the provider submit all required information, including additional supporting clinical information as necessary. If additional information is requested, the Contractor shall initiate a process to pend any advanced imaging service review request until additional information has been received. The Contractor shall recommend a specific number of days the provider will be required to respond to the request for additional information to DOM during the implementation phase of the Contract. The Contractor shall provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract. The Contractor shall report these requirements including the monthly total of pended reviews to DOM via a monthly deliverable report submitted on the fifth (5<sup>th</sup>) calendar day of the month following the reporting period. The report shall be presented to DOM forty-five (45) calendar days prior to the operational phase of the Contract for review and approval of reporting requirements.
9. The Contractor shall have the capability and established procedures that allow for suspending a review for advanced imaging services when the reviews have been pended because additional information is required and the requested information is not submitted by the due date. The Contractor shall recommend a specific number of days to place reviews in suspend status during the implementation phase of the Contract. The Contractor shall provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract. The Contractor shall report these requirements including the monthly total of suspended reviews to DOM via a monthly deliverable report submitted on the fifth (5<sup>th</sup>)

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calendar day of the month following the reporting period. The report shall be presented to DOM forty-five (45) calendar days prior to the operational phase of the Contract for review and approval of reporting requirements.

10. The Contractor shall have the capability and established procedures for generating a Treatment Authorization Number (TAN) based on the Provider's Mississippi Medicaid Provider ID when a case meets all policy and medical criteria necessary for certification of the advanced imaging services requested. The Contractor shall have the capability and established procedures for issuing a technical denial for imaging services when the case does not meet DOM policy or is technically insufficient (e.g., age, beneficiary not eligible, etc.). The Contractor shall provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract.
11. The Contractor shall review requests for prior authorization for advanced imaging procedures as approved by DOM.
  - a. The Contractor shall have the capability and established procedures that allow for a first level review conducted by qualified staff, which must include registered nurses licensed in the State of Mississippi, to apply DOM policy and DOM approved medical necessity criteria in order to approve advanced imaging requests. Requests that cannot be approved by first level review must be referred to second level review. The Contractor shall provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract.
  - b. The Contractor shall have the capability and established procedures that allow for a second level review conducted by a physician of like specialty (example: If the requesting provider has a subspecialty in neuroradiology then the second level review must maintain a subspecialty in neuroradiology) to make review determinations for advanced imaging services based on: 1) documentation that supports the prognosis and medical appropriateness; 2) evidence-based guidelines; and 3) clinical experience, judgment, and generally accepted standards of healthcare. The Contractor shall provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract. Failure by the Contractor to provide second level review by a physician of like specialty may result in damages at DOM's discretion up to five thousand dollars and zero cents (\$5,000.00) for each failure or termination of the Contract.
  - c. The Contractor shall have the capability and established procedures for verbal consultation by the physician reviewer of like specialty (example: If the requesting provider has a subspecialty in neuroradiology then the second level review must maintain a subspecialty in neuroradiology) with the attending physician and/or medical director to obtain additional information when the documentation submitted does not clearly support medical necessity. The Contractor will provide the established procedures for DOM review and approval forty-five (45) calendar days prior to the operational phase of the contract.
12. The Contractor shall have the capability and established procedures for providing written notification to the requesting provider of a pended review and informing the provider of the information needed along with a time frame for submission. Notification to provider of pended reviews shall occur ninety-eight percent (98%) of the time within one (1) business day of a pend. The Contractor shall report these requirements to DOM via a monthly deliverable report submitted on the fifth (5th) calendar day of the month following the

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reporting period. The Contractor shall provide the established procedures, written notifications, and reporting requirements for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract. Failure by the Contractor to meet the 98% performance standard based on Contractor's monthly reporting will result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00) per month the reporting percentage is not met.

13. The Contractor shall have the capability and established procedures for written notification to the requesting provider of a suspended review. Notification to providers of suspended reviews shall occur within one (1) business day of the past due date for information requested. The Contractor shall report these requirements to DOM via a monthly deliverable report submitted on the fifth (5th) calendar day of the month following the reporting period. The Contractor shall provide the established procedures, written notifications and reporting requirements for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract. Failure by the Contractor to meet the 98% performance standard based on Contractor's monthly reporting may result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00) per month the reporting percentage in not met.
14. The Contractor shall establish and maintain a procedure for the attending physician to contact the Contractor's Medical Director and/or physician of like specialty to discuss imaging cases that have been denied or modified. Contractor must submit the procedure and written notifications to DOM forty-five (45) days prior to the operational phase of the contract.
15. The Contractor shall have the capability and established procedures for written notification to providers and beneficiaries or legal guardians/representatives of review determinations for advanced imaging services requests. Notifications to providers and beneficiaries, or legal guardians/representatives, of review determinations shall occur ninety-eight percent (98%) of the time within one (1) business day of a final review determination. The Contractor shall report these requirements to DOM via a monthly deliverable report. The Contractor shall provide the established procedures, written notifications, and reporting requirements for DOM review and approval forty-five (45) calendar days prior to the operational phase of the Contract. Failure by the Contractor to meet the 98% performance standard based on Contractor's monthly reporting may result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00) per month the reporting percentage in not met.
16. If the Contractor denies a provider prior authorization request, then the Contractor shall have a standardized process to explain to the provider why the requested procedure or service is not covered and/or medically necessary and shall recommend an appropriate procedure or study, if applicable. The standard process must be submitted for review and approval by DOM forty-five (45) calendar days prior to the operational phase of the Contract and be reviewed annually by the Contractor. The Contractor shall submit the annual review on August 1<sup>st</sup> of each year. Failure by the Contractor to submit the annual review of the standard process may result in damages in the amount of two hundred and fifty dollars and zero cents (\$250.00) per business day until the review is received by DOM.



### **1.3. Advanced Imaging Criteria Development**

If the Contractor approves a procedure study other than the provider's authorization request based on medical necessity, then the Contractor shall have a standard process to explain to the provider why the requested procedure study was not approved. The standard process must be submitted for review and approval by DOM forty-five (45) calendar days prior to the operational phase of the Contract and be reviewed annually by the Contractor. The Contractor shall submit the annual standard process review on August 1st of each year. Failure by the Contractor to submit the standard process review may result in damages in the amount of two hundred dollars and zero cents (\$250.00) per business day until the review is received by DOM.

1. In performing medical necessity determinations, the Contractor shall use nationally recognized standardized clinical criteria in reviewing each prior authorization and prepayment review request. DOM shall have prior approval of the criteria used for automated and manual review. The criteria shall provide a clinically sound basis for professional determinations of the medical necessity for all advanced imaging services reviewed under the resulting contract.
  - a. The Contractor shall maintain the capability to update the review criteria for advanced imaging services reviewed under the resulting contract. The Contractor shall make recommendations to DOM annually regarding what, if any, changes should be made to the criteria that will be used for the following calendar year. The Contractor shall submit the annual criteria review on August 1st of each year. Failure by the Contractor to submit the annual clinical criteria review may result in damages in the amount of two hundred and fifty dollars and zero cents (\$250.00) per business day until the review is received by DOM.
  - b. The Contractor shall provide DOM with access to a complete set of materials associated with the review criteria annually, on August 1<sup>st</sup>.
  - c. Any modifications to the criteria or guidelines must be prior approved by DOM. Based on the best interest of the State of Mississippi and the review outcome, DOM reserves the right to specify the use of different criteria/guideline products during the resulting contract.
  - d. The Contractor is responsible for any cost associated with the purchase of any review criteria. The Contractor shall not assess DOM for any direct or indirect costs related to the purchase of any review criteria.
2. The Methodology section of the Technical Proposal must provide detailed information on the Offeror's process for determining medical necessity, including: 1) a description of the recommended review criteria for each service; 2) a description of the review instrument(s) for each service; and 3) a description of the Offeror's capability to develop an automated rules-driven certification system, if any.
3. The Contractor shall develop advanced imaging decision criteria and protocol for use in the review process, including development of a full list of CPT codes subject to review. Contractor must submit the criteria and protocols to DOM forty-five (45) calendar days prior to the operational phase of the contract for review and approval.

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4. The Contractor shall recommend, for DOM's approval, prior authorization guidelines to be used to determine medical necessity for advanced imaging studies. Guidelines must be based on nationally accepted evidence-based clinical criteria. DOM reserves the right to modify the criteria of imaging study procedures subject to prior authorization over the term of the contract.
5. The Contractor shall assist and support DOM in making the guidelines publically available, and in educating stakeholders regarding the guidelines and prior approval processes. Stakeholders may include, among others, beneficiaries, providers, advocacy groups, legislators, and DOM staff.
6. The Contractor shall also make the guidelines, publications, and CPT codes specific to Mississippi's advanced imaging program available on the Contractor's public website.

#### **1.3.1. Provider Communications**

1. The Contractor will develop a reference manual specific to Mississippi Medicaid providers and submit to DOM for approval forty-five (45) calendar days prior to the operational phase of the Contract. The manual will provide guidelines for medical necessity of advanced imaging studies, as well as procedures to obtain prior authorization, seek clarification on guidelines, and procedures to file complaints. Updates and changes must be approved by DOM before distribution. DOM will notify the Contractor in writing if a modification is required, and the Contractor shall incorporate any modifications within ten (10) calendar days after such notification. The Contractor shall make the Mississippi reference manual available on the Contractor's public website.
2. The Contractor will develop and implement an outreach program to train providers on the Mississippi DOM advanced imaging program and submit the outreach plan to DOM forty-five (45) calendar days prior to the operational phase of the Contract for review and approval. The outreach program must include quarterly stakeholder meetings and quarterly provider bulletin articles. The Contractor will report results of the outreach program in the annual report including participation in the quarterly stakeholder meetings and copies of the quarterly provider bulletin articles. The Contractor will hold initial orientations with key stakeholders thirty (30) calendar days prior to the initiation of the prior authorization program. The Contractor shall notify DOM two (2) weeks in advance of a stakeholder meeting.
3. All Mississippi Medicaid-specific provider communication must be prior approved by DOM prior to distribution.

#### **1.3.2. Monitor Trends in Advanced Imaging**

1. The Contractor shall develop utilization profiles for referring Medicaid providers and the identification of providers demonstrating a pattern of inappropriate advanced imaging referrals. The Contractor shall manage utilization through direct letter communication to providers to ensure evidence based care and the appropriate allocation of resources. DOM shall have the opportunity to review and approve all written communication regarding inappropriate advance imaging services mailed to providers. The Contractor shall maintain a communication log to track communication with providers. Contractor shall report evidence of

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suspected patterns of inappropriate advanced imaging referrals to DOM via a monthly deliverable report submitted on the fifth (5th) calendar day of the month following the reporting period.

2. The Contractor shall also develop and implement a process to monitor trends in the advanced imaging industry, including but not limited to changes in nationally accepted clinical guidelines to determine medical necessity of advanced imaging studies. The Contractor shall provide the process to monitor trends in the advanced imaging industry for DOM review and approval (45) calendar days prior to the operational phase of the Contract. Based on its monitoring, the Contractor shall recommend to DOM changes in clinical guidelines that DOM may want to consider for the prior authorization program and recommend clinical guidelines for the new advanced imaging studies that DOM will include in the prior authorization program. Recommendations should be submitted, annually on August 1st of each year and at the request of DOM.

#### **1.4. Peer Review Services**

Healthcare practitioners who furnish health care services or items for which payment may be made (in whole or in part) by DOM have certain obligations as set forth in Title XI of the Social Security Act (U.S.C. Section 1320c *et seq.*) and Mississippi State Law (Miss. Code Ann. Section 43-13-121) that must be met. These obligations are to ensure that services or items are provided economically only when and to the extent they are medically necessary, of a quality that meets professionally recognized standards of health care, and supported by the appropriate documentation of medical necessity and quality (Miss. Admin. Code Section 23-300:1.4).

1. The Contractor shall have the capacity and established procedures to carry out a proper peer review investigation and review when DOM has identified, by data analysis or other means, a possible violation by a health care practitioner of one more of the obligations listed above. Following DOM's submission of a written request to the Contractor for a peer investigation, the Contractor shall conduct a peer review in accordance with Title 23, Part 300, Rule 1.4 can be accessed via DOM's website.
2. The Contractor shall ensure the utilization review policies and procedures include procedures to proactively identify potential cases of fraud, waste, and abuse, including notification to DOM about potential cases. The Contractor shall also include the identification of fraud, waste, and abuse in staff training.
3. The Contractor shall provide notification of fraud, waste, and abuse when the health, safety, and welfare of an individual is at risk directly to DOM within twenty-four (24) hours of identification of potential cases.
4. DOM may assess liquidated damages in the amount of one hundred dollars and zero cents (\$100.00) per business day per deliverable for each day a deliverable is unavailable or determined unacceptable by DOM.

#### **1.5. Quality Review**

1. The Contractor must be able to demonstrate the capability to conduct quality reviews based on all DOM claims data.
2. The Contractor shall propose, design and implement a method for conducting quality reviews based on all DOM claims data.

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3. The review process should include a methodology for analyzing claims data including, but not limited to, advanced imaging, ultra sound and sleep studies, and reporting the findings, at minimum, once per year.
4. Responses to this proposal should include experience in conducting quality claims review and established or proposed methods to conducting quality reviews.
5. The Contractor shall also propose methods for reporting to DOM the results of the quality reviews. DOM maintains the right to request quality reviews outside of the Contractor's proposed review schedule.

## **1.6. Focused Studies**

1. The Contractor must be able to demonstrate the capability to assist DOM in focusing on promoting efficient use of quality health care services at the least cost through intensive studies of data and practice patterns, and reporting the results of such studies with making recommendations for improving the health care delivery system.
2. The Contractor must have the capacity and established procedures to conduct intensive studies of data and practice patterns through all of the following:
  - a. Collect and analyze Medicaid service utilization data from various sources as approved by DOM including review results data.
  - b. Evaluate the efficiency of health care delivery, appropriate use of services, and opportunities to improve quality of care for all Mississippi Medicaid eligible recipients.
  - c. Propose, design, and implement focused studies related to programs, all Medicaid eligible recipients, providers, services, and other topics related to Medicaid.
  - d. Identify opportunities for improving efficiencies in various programs and provide to DOM recommendations and strategies for improving the delivery of health care.
  - e. Provide education to providers with demonstrated aberrant utilization practice patterns or that have quality of care issues.
3. The Contractor shall propose and implement focused studies related to acute and ancillary services, providers, and programs in the annual report to identify opportunities for improving efficiencies in various programs and provide DOM with recommendations and strategies for improving the delivery of health care.
4. The Contractor shall develop and maintain procedures and processes for providing education to providers who demonstrate aberrant practice patterns or have quality of care issues. The Contractor shall submit the proposed procedures and processes forty-five (45) calendar days prior to the operational phase of the contract. The Contractor shall submit a quarterly report identifying providers who demonstrate aberrant practice patterns or have quality of care issues and contractors efforts to provide education.

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5. DOM may assess liquidated damages in the amount of one hundred dollars and zero cents (\$100.00) per business day per deliverable for each day a deliverable is unavailable or unacceptable.

### **1.7. Clinical/Medical Consulting Services**

1. The Contractor shall have the capacity and established procedures to conduct clinical/medical consultation through the Contractor's Medical Director and consultant advisors of the same provider type and/or specialty in order to assist DOM in addressing medical necessity issues, researching new technology, developing medical policies, addressing quality issues, etc. The Contractor shall also have the capacity to conduct clinical/medical consultation regarding all Medicaid eligible recipients.

2. At the request of DOM and at no additional cost to DOM, the Contractor shall also provide clinical/medical consultation for various types of healthcare practitioners participating in the Mississippi Medicaid program. Healthcare practitioner types may include, but are not limited to, medical doctors, doctors of osteopathy, podiatrists, chiropractors, nurse practitioners, certified registered nurse anesthetists, nurse midwives, dentists, therapists, optometrists, and mental health practitioners. All consults conducted by the Contractor shall be performed by a consultant of the same provider type and/or specialty.

3. The Contractor shall have a written program which outlines the program structure and includes, at a minimum, procedures and process for clinical/medical consultations. The Contractor shall provide DOM with consultant review summaries within twenty (20) business days of receipt of the case.

4. DOM may assess liquidated damages in the amount of one hundred dollars and zero cents (\$100.00) per business day per deliverable (clinical/medical consult) for each day a deliverable is unavailable or unacceptable.

### **1.8. Staffing Requirements**

1. The Contractor shall have sufficient physical, technological, and financial resources to conduct utilization management and quality review services for DOM. The Contractor shall provide sufficient administrative and organizational staff to implement the provisions and requirements of the Contract and for fulfillment of the contractual obligations.

2. The Contractor shall provide sufficient staff to perform the required tasks within performance standards identified in the RFP including a part-time Medical Director licensed in the State of Mississippi. At a minimum, the Contractor must employ the following key full-time personnel: a) Mississippi Project Manager; b) Mississippi Assistant Project Manager; c) Mississippi Education Manager; and d) Information Systems Manager. Key full-time personnel must reside and perform their duties in Mississippi.

3. The Contractor shall notify DOM in writing of any key staff resignations, dismissals, or personnel changes within two (2) calendar days of the occurrence. Should any key position become vacant, the Contractor must notify DOM immediately and provide information on the replacement within ten (10) calendar days. DOM shall have the right to participate in the selection process and approve or disapprove the hiring of any key staff positions.

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- a. DOM reserves the right to approve or disapprove Contractor's key personnel or to require the removal or reassignment of any personnel found by Medicaid to be unwilling or unable to perform the terms of the Contract.
4. The Contractor must demonstrate the ability to secure and retain qualified professional, administrative, and clerical staff. Offerors must submit a proposed staffing plan in their response to the RFP. The Contractor shall submit a final staffing plan to DOM for approval forty-five (45) calendar days prior to the operational phase of the contract and when key personnel changes are made by the Contractor. The Contractor is solely responsible for ensuring that the staffing plan includes sufficient minimum level qualifications to ensure employment of qualified staff.
5. The Contractor shall ensure that all staff has the training, education, experience, and orientation to conduct activities under the Contract resulting from the RFP. At a minimum, the Contractor shall:
  - a. Ensure that all physician reviewers meet qualifications required in State and federal regulations.
  - b. Provide all key personnel and other supervisory staff with project management training. Contractor shall report on a monthly basis the training offered, date, time and those in attendance.
  - c. Provide staff with intensive training on procedures, medical necessity criteria, and DOM policies. Provide staff with training regarding DOM policy including but not limited to Mississippi Expanded EPSDT services, the Mississippi State Plan, and Mississippi Administrative Code which can be found on the DOM website <http://www.medicaid.ms.gov/>.
  - d. Ensure that staff is knowledgeable of DOM and other State health care programs, and related federal and State laws and regulations.
6. The Contractor shall notify DOM in writing within five (5) calendar days of any temporary or permanent changes to personnel commitments made in the Contractor's proposal or DOM approved staffing plan.
7. The Contractor shall provide DOM with its staff "turn-over" rates at the request of DOM. In the event DOM determines the Contractor's staff or staffing levels are not sufficient to properly complete the services specified in the RFP and the resulting contract, DOM will advise the Contractor in writing. The Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
8. For administrative purposes, the Contractor shall have staff available at their office location during normal business hours. The Contractor's designated office location shall be in Jackson, Mississippi. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State observed holidays.
9. The Contractor shall maintain a sufficient (as defined by DOM) percentage of clinical review staff who will perform their job function under the resulting contract in the designated office location. The Contractor must receive DOM approval in order to allow staff to telecommute. DOM reserves the right to approve or disapprove the number of staff allowed to telecommute.
10. DOM must prior approve any changes to the Contractor office location or when any of the Contractor contractual obligations will be performed at a different site other than the designated office location.



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11. Contractor staff availability shall be from the hours of 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding State observed holidays. The Contractor shall make its staff available to meet with DOM staff on a schedule, as agreed to by DOM and the Contractor, to review reports and all other obligations under the resulting contract as requested by DOM. The Contractor shall meet in person or by telephone at the request of DOM, at least monthly, to discuss the status of the resulting contract, Contractor performance, benefits to DOM, necessary revisions, reviews, reports, and planning.

12. DOM may assess liquidated damages in the amount of one hundred dollars and zero cents (\$100.00) per business day for failure to fill key personnel vacancies within sixty (60) days of a vacancy.

13. DOM may assess liquidated damages in the amount of one hundred dollars and zero cents (\$100.00) per business day for failure to notify DOM in writing within five calendar days of any temporary and permanent changes to personnel commitments made in the Contractor's proposal or DOM approved staffing plan.

## **1.9. System Requirements**

### **1.9.1. Management Information System Objectives**

1. The Contractor shall use proven industry technologies to reduce inefficiencies and errors in UM processes and activities. Such technologies will include automated review of some prior authorization requests, "smart" electronic and Web-based request submission edits and technologies to reduce technical denials due to incomplete submissions, and other technologies for ease of communication with providers.

2. DOM seeks to manage costs and minimize the administrative burden on providers by requiring the Contractor to develop and maintain:

- a. A Management Information System (MIS) that can successfully electronically interface with the Medicaid Management Information System (MMIS), the Eligibility system (MMEDS), and other applicable systems as well as with other Medicaid contractors as deemed necessary by DOM; and
- b. A Web based data system that will allow for efficiencies and increases in administrative ease for Medicaid providers that will have to use the system.

3. Many authorization requests are now submitted through the current contracted QIO's Web portal. Electronic submission has helped to make the UM process somewhat more efficient, and DOM would like to take full advantage of industry standard technologies and practices to institute sound, consistent, electronic, and automated UM policies and processes.

### **1.9.2. Data Exchange**

1. DOM maintains the Medicaid MMIS that contains recipient and provider information, including benefit plans and claims data. The Contractor shall be able to receive all information necessary to maintain all necessary prior authorization systems, from DOM or its designee, on a daily basis.

2. The Contractor shall have the capability to receive recipient eligibility data that could include Medicaid eligibility and Medicare Part A and Part B eligibility segment data.

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3. The Contractor shall have the capability to identify review requests for Medicaid beneficiaries who have reached Medicaid service limits and Medicaid beneficiaries that have Medicare coverage and ensure that the Medicare benefit has been exhausted for the service requested.
4. The Contractor shall be responsible for verifying the beneficiary's eligibility for Medicaid, including requests for prior authorization that are processed through the Contractor's automated rules system.
5. The Contractor shall have the capability to receive and securely store such data as determined necessary to facilitate the timely provision of services requested in this RFP. . The process by which this data transfer process is enacted will be facilitated by DOM. A Business Associate Agreement, Data Use Agreement, and/or other similar instrument may be required before access to DOM data is given.

For the proposal, Contractor shall include a detailed description of data requirements that are necessary for the provision of services described in this RFP. This description shall include the data elements required, the frequency of transfer, and the proposed timeline for provision of data.

6. The Contractor shall become knowledgeable of the field definitions related to the data being sent from DOM and/or its agents. The Contractor shall develop systems to allow simple additions or modifications of the data received.
7. The Contractor shall interface with DOM's fiscal agent in order to generate a TAN. The Contractor shall generate an unsolicited 278 (U278) Transaction to the DOM's MMIS with the result of the authorization request.
8. The Contractor shall have the ability to report the review status of an authorization request, the result of the authorization request, and the reason for the denial if the authorization request denied.
9. The Contractor shall have the capability to transmit all data from their systems or database to DOM or to a third party designated by DOM to receive the data.

### **1.9.3. Web-Based Prior Authorizations System**

1. The Contractor shall also have the capability to accept supporting documentation for prior authorization requests via facsimile transmission or via electronic upload through the Web based system and link it to the case as justification for the PA decision. The Contractor shall develop and maintain a Web-based system for all prior authorization review activity. The Contractor shall establish, during the Implementation Period, a Web-based, electronic review request system accessible to providers and DOM staff, through which providers may submit requests and view the status of their certification request.
2. The Contractor shall either design and develop a Web-based, electronic review request system, or customize its existing Web-based product, and implement it using thin-client architecture executed solely within the framework of a Web browser and based on guidance and input by DOM. The Contractor shall operate and maintain all components for the Web-based, electronic review request system, including hosting servers and services.
3. The Contractor's Web-based, electronic review request system shall include the ability for users to access the Web-based, electronic review request system via a secured logon, using a logon mechanism to provide users appropriate access to the data.



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4. The Contractor shall establish a protocol to assign user secure logons and passwords upon receipt of necessary documentation, to verify that the user is authorized to view Beneficiary information.
5. The Contractor shall include in the Web-based, electronic review request system the ability for users to view and download all data, analytics, or reports that are specific to the user defined by the user's profile and security access.
6. The Contractor's Web-based, electronic review request system shall have the ability to receive authorization requests from providers using a HIPAA 278 Transaction, for the services where electronic submission is required. The Contractor shall have the capability to assign a unique tracking number to each review record.
7. The Contractor's Web-based, electronic review request system shall have the ability to accept HIPAA-compliant attachment transactions for authorization requests requiring attachments.
8. The Contractor's Web-based system shall support provider submission of proof that the Medicare benefits for the given service have been exhausted for the benefit period. The Contractor's systems will allow entry of the Medicaid utilization request, if the provider supplies the information that the Medicare benefits are exhausted.
9. The Contractor shall create a "smart" electronic authorization request form, customized for each service that requires certification. The Contractor shall design this form so that it reduces the chances of technical denials due to incorrect or missing information.
10. The Contractor shall provide training for providers in the use of the Web-based system and the equipment required for DOM online access to the Web-based system. DOM staff shall be given access to the Contractor's electronic system for the purpose of monitoring the prior authorization program (at no additional cost to DOM).

**1.9.4. Data Creation and Maintenance**

1. The Contractor shall develop and maintain databases necessary to support the UM processes and activities in any resulting contract. The database and data developed as a result of this RFP and the resulting contract are the property of DOM.
2. The Contractor is responsible for maintaining a comprehensive database that provides the current status of all review activity. The database should include historical data from an existing peer review database, which will be provided by DOM.
3. The database shall be updated with all activity, at a minimum, on a daily basis. The database must include all review elements and provider and recipient service information. The data elements shall be approved by DOM. The Contractor shall maintain a process by which the dates, history, and steps of each submitted prior authorization request are kept.
4. The Contractor shall provide DOM with direct read-only access to its database. The Contractor shall provide training in the use of the database and the equipment required for DOM online access to the database. DOM staff shall be given access to the Contractor's database for the purpose of monitoring the UM programs (at no additional cost to DOM).
5. Upon DOM's request, the Contractor shall make data samples available to DOM or its designee. Criteria for inclusion in any data sample requested will be provided by DOM. The data sample may include elements

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previously sent from DOM or its designee and data collected by the Contractor. This data may be used for ad hoc reporting, program monitoring, and quality assurance activities by DOM. The Contractor shall provide the data in a format prescribed by DOM.

**1.9.5. Other System Requirements**

1. The Contractor shall have facsimile and scanning capability, secure internet mail capability, and provide DOM online access to the Contractor databases, reports, and other information related to the program at no additional cost to DOM.
2. The Contractor shall have the capability to provide electronic imaging and storage of all supporting review documentation.
3. The Contractor shall also have the technical capability to provide accessibility through an enhanced Internet security communications system and an adequate number of phone and fax lines to interface with the Medicaid fiscal agent, MMIS, DOM, and providers. Accessibility shall be centralized, with no change in Internet address, telephone, or facsimile numbers for the duration of the resulting contract period.
4. The Contractor shall comply with all applicable federal and state laws and regulations regarding the security and privacy of protected information including, but not limited to, HIPAA.
5. The Contractor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
6. Administrative terminal functionality shall include multi-level access controls to ensure that only authorized individuals can process transactions or access recipient information. The Contractor shall provide administrative terminal support through a browser based administrative terminal that conforms to DOM communications protocols.
7. The Contractor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this program. The Contractor shall maintain a sufficient number of qualified MIS and technical staff to continue operation of the Contractor's systems, provide prompt, on-going system support and accurate data access to DOM and its authorized agents and service providers. The Contractor shall have in-house MIS capability and may not subcontract for this function.
8. The Contractor shall provide a Technology Recovery Plan for systems developed or utilized to host the solution. In accordance with industry best practices, the plan should explain the infrastructure and methods utilized to recover systems in the event of a major disruption. Additionally, for Offeror should include in their proposal, the Technology Recovery Plan testing schedules and the results of the most recent test of the TRP along with any ongoing or planned remediation efforts.

**1.9.6. System Modifications**

1. The Contractor shall have the capability to maintain, upgrade, and modify the Web-based prior authorization system as specified by DOM on an ongoing basis, at no additional charge direct or indirect to DOM.
2. When the Contractor needs to upgrade or make changes to any part of the Web-based system that will affect a provider's ability to submit a prior authorization request or review status reports, the changes must be scheduled

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to occur after 10:00 p.m., Central Time, and before 6:00 a.m., Central Time, unless a different time is agreed upon by DOM. DOM and providers must be notified by e-mail twelve (12) hours prior to any scheduled maintenance. Offeror's are expected to submit a sample test plan and schedule from their last system upgrade. DOM shall participate in the testing of the upgrade/change before the change is rolled into production.

3. DOM may request system changes or modifications not otherwise specified or required in this RFP on an as needed basis. In the event that changes or modification requested by DOM would require additional staff commitment beyond that which is proposed by the Contractor in response to this RFP, DOM would allow the Contractor thirty (30) calendar days to provide a cost analysis of the changes and a timeline for completing the changes. If the Contractor's response is accepted by DOM, the change or modification shall be reduced to writing in an amendment to the resulting contract.

4. Prior to approving an upgrade or change to the system, DOM will require the Contractor to conduct system testing and will require participation in a scheduled User Acceptance testing. Offeror should include a sample test plan from their most recent system upgrade/change in their proposal.

### **1.9.7 Compliance with Enterprise Security Policy**

The IT solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement with the Department of Information Technology Services (ITS) prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document.

Instructions to acquire a copy of the Enterprise Security Policy can be found at the following link:

<http://www.its.ms.gov/Services/Documents/Security/Instructions%20for%203Party%20Acquiring%20ITS%20ESP.pdf>

Offeror must include a copy of their current Security Plan/Strategy with their proposal. Due to the amount of Personal Protected Health Information handled by DOM, security is of the utmost importance. Offeror's Security plan should specifically describe how the Offeror will ensure the security of DOM data, how they will keep abreast of current security threats, and assure ongoing security precautions are kept current. The Contractor shall provide a plan for how ongoing compliance with the State of Mississippi's Enterprise Security Policy will be maintained.

## **1.10. Reporting Requirements**

1. The Contractor shall provide DOM with written reports that are clear, concise, and useful for the audience for whom they are intended. The reports shall be composed in a manner consistent with DOM specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by DOM (i.e., MS WORD, Excel, etc.), as well as in hard copy, as specified by DOM. Where required, the Contractor shall provide supporting documents such as report appendices. All reports shall be submitted to DOM for review and approval forty-five (45) calendar days prior to the operational phase of the Contract.

2. Reports defined and approved by DOM to be generated by the Contractor shall meet all applicable State and federal reporting requirements. The needs of DOM and other appropriate agencies for planning, monitoring, and evaluation shall be taken into account when developing report formats and compiling data. Reports to be generated shall not be limited to those listed below and must include reports as outlined in other sections of this RFP:

- a. Monthly Administrative Project Summary to include operational priorities, outstanding issues, staffing, volume, review volume, phone activity, and Contractor calendar of events;
- b. Monthly Certification, Continued Stay Workload, and Timeliness Summary per Review Type;
- c. Monthly Retrospective Workload and Timeliness Summary per Review Type;
- d. Monthly Reconsideration, Outcome, and Timeliness Summary per Review Type;
- e. Monthly Approval, Approved Less Than Requested, Denial, and Technical Denial Rates per Review Type and Provider Type;
- f. Monthly Physician Referral Rates by Reason per Review Type and Provider Type;
- g. Monthly Average Days Certified by Principal Diagnosis by Age and Provider Type; and
- h. Quarterly Report of All Activity Relating to Provider Non Compliance.

3. The Contractor shall provide these reports on or before the fifth (5th) business day of the month following the report period, unless otherwise agreed to in writing by DOM. DOM may assess liquidated damages in the amount of two hundred and fifty dollars and zero cents (\$250.00) per business day per deliverable for each day a deliverable is unavailable or unacceptable. 4. The Contractor shall provide an in-depth analysis of each review responsibility in one aggregate state fiscal year (July- June) annual report due to DOM August 1<sup>st</sup> of each year. Each annual report must be accompanied by the raw data on a CD ROM, in a format agreed to by DOM. At a minimum, each report must include:

- a. Executive Summary;
- b. Accomplishments;
- c. Significant organizational changes/staffing issues;

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- d. Provider Stakeholder meeting, provider bulletin articles and the results of education outreach plan;
  - e. Provider Concerns;
  - f. Patterns and trends, quarterly and cumulative;
  - g. Estimated savings, if applicable;
  - h. Assessment of the impact of the UM program by each individual provider type including summary of authorization requests and outcomes;
  - i. Policy recommendations that improve the utilization of Medicaid services, improve provider performance, improve the quality of services, and/or reduce the cost of Medicaid services; and
  - j. Cumulative summary of all reports/contract deliverables including a description of how the Contractor met required timeframes.
5. The Contractor shall provide ad hoc reports on an as needed basis. The Contractor should be prepared to process up to a minimum of one hundred (100) ad hoc reports annually. This is an estimate and subject to change based on management and legislative priorities. All ad hoc reports are to be provided at no additional charge to DOM.

## **1.11. Quality Improvement and Quality Control**

### **1.11.1. Quality Improvement Program**

1. DOM is dedicated to ensuring that Medicaid beneficiaries receive the highest quality health care. The goals of the Quality Improvement Program are to: 1) continuously improve the quality and safety of care and service provided to beneficiaries; 2) establish standards and performance goals for the delivery of care and service; 3) measure performance against the standards with a post utilization review program; and 4) take actions to improve performance.
2. The Contractor shall have a written program which outlines the program structure and accountability and includes, at a minimum:
- a. Quality of care review process that is in accordance with local and national standards and approved by DOM;
  - b. Procedures to provide a surveillance system to identify quality of care issues during the first level reviews for each type review performed by the Contractor, unless otherwise approved by DOM in writing;
  - c. Procedures to perform a minimum five percent (5%) sample of all certifications and reviews performed by the Contractor, unless otherwise instructed in writing by DOM;
  - d. Procedures for quality of care problems to be reviewed and confirmed by a physician in same specialty as the treating physician;
  - e. Procedures for applying and monitoring interventions for aberrant practices; and

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f. Procedures for communicating the problems and intervention methods to proper parties.

3. The Contractor shall provide a monthly report of quality improvement activities to include interventions and results due the fifth (5th) calendar day of the month following the report period.

**1.11.2. Internal Quality Control**

1. The Contractor shall be responsible for establishing and maintaining internal quality controls for the responsibilities specified in this Contract. The Contractor shall be responsible for implementation of an approved plan that shall become effective not later than thirty (30) days following execution of this Contract. The plan must describe the orientation of new employees, ongoing training of employees, and monitoring of all activities. The Contractor must establish a method for assuring inter-rater reliability to ensure consistent findings between reviewers.

2. The Contractor must develop and maintain an internal quality control program that will, at a minimum:

a. Provide specific orientation, training and monitoring of:

- knowledge and appropriate application of review criteria,
- knowledge and application of Medicaid policy,
- understanding and adherence to the entire review process with required timeframes, and
- data collection requirements;

b. Monitor one percent (1%) or ten (10) medical records (whichever is greater) per employee per month (including work performed by physician advisors and temporary staff). The Contractor shall report these requirements to DOM via a monthly deliverable report submitted on the fifth (5th) calendar day of the month following the reporting period. Failure by the Contractor to meet the performance standard based on Contractor's monthly reporting may result in the assessment of damages in the amount of five hundred dollars and zero cents (\$500.00) per month the reporting percentage one percent (1%) or ten (10) medical records (whichever is greater) per employee per month is not met. c. Monitor the development of Corrective Action Plans (CAPs) with appropriate follow through and completion

3. The Contractor must provide, at a minimum, a report of the findings of internal quality control reviews including a status report for all CAP's initiated during the month as well as those still outstanding from previous months. The deliverables are due the fifth (5th) calendar day of the month following the report period.

**1.11.3. Records Retention and Access to Records**

1. The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other Federal or State personnel.

2. All records, including training records, pertaining to the Contract must be readily retrievable within three (3) workdays for review at the request of DOM and its authorized representatives.

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1. The Contractor must preserve and make available its records (all documentation regardless of review determination) for a period of five (six (6) years from the date of final payment under this Contract, and for such period, if any, as it is required by applicable statute or by any other paragraph of this Contract.
2. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (six (6) years from the date of any resulting final settlement.
3. Records which relate to appeals, litigation, or the settlement of claims arising out of the performance of this agreement as to which exception has been taken by the Mississippi State Auditor, General Accounting Office (GAO), Department of Health and Human Services (DHHS), or any of their duly authorized representatives, shall be retained by the Contractor until such appeals, litigations, claims, or exceptions have been disposed of.
4. Additionally, the Contractor shall agree to the following terms for access to records relating to the Contract:
  - a. All medical records must be retained for a minimum of one (1) year on the Contractor's location. All other medical records must be made available and retrievable within three (3) business days for review at the request of DOM.
  - b. Unless DOM specifies in writing a shorter period of time, the Contractor must preserve and make available all pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract for a period of five (six (6) years from the date of expiration of the Contract.
  - c. The Contractor shall keep and make available records involving matters in litigation for five (six (6) years following the termination of litigation, including all appeals.
  - d. The Contractor shall agree that authorized federal, State, and DOM representatives shall have access to and the right to examine the items listed above during the contract period and during the five (six (6)-year post contract period or until resolution. During the Contract period, the access to these items will be provided at the Contractor's office at all reasonable times at no cost to DOM.
  - e. The Contractor shall document and maintain policies and procedures to ensure privacy in accordance with all HIPAA regulations.

The Contractor shall accept full responsibility for record retention in accordance with state and federal regulations.
  - g. The Contractor shall provide DOM with a detailed plan for record retention upon implementation of the operations. Any changes or updates must be approved through DOM.

**1.11.4. Failure to Meet Quality Improvement and Quality Control Performance Standards**

1. DOM may assess liquidated damages in the amount of five thousand dollars and zero cents (\$5,000.00) per month for failure to implement and manage a continuous quality improvement program for each type review performed by the Contractor.



2. For failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may assess liquidated damages in the amount of five hundred dollars and zero cents (\$500.00) per business day until the CAP is submitted.

3. For failure to successfully carry out a DOM approved CAP within the timeframes outlined in the CAP, DOM may assess five hundred dollars and zero cents (\$500.00) per business day until the CAP is completed.

## **1.12. Contract Phases**

### **1.12.1. Implementation Phase**

The Contractor shall be responsible for the preparation and execution of a final implementation plan. This plan shall be based upon the requirements of this RFP and coordinated with DOM to ensure readiness to complete required tasks by specified dates. The Contractor shall develop an implementation plan to be approved by DOM that outlines in detail all steps necessary to begin program operations. It is anticipated that Phase I will begin December, 1, 2015. The Offeror shall propose time required for implementation. DOM anticipates a three (3) month implementation period for the Contractor; however DOM welcomes any proposed implementation period.

During the Implementation Phase a written report of program progress shall be submitted to DOM every week. The progress report must specify accomplishments during the report period in a task-by-task format, including personnel hours expended, whether the planning tasks are being performed on schedule, and any administrative problems encountered.

### **1.12.2. Readiness Review**

No less than fifteen (15) calendar days prior to the Operations Start Date, DOM will conduct a Readiness Review of the Contractor, after which DOM may approve the Contractor for implementation. The Contractor must receive written DOM approval of all submission and demonstration requirements prior to the Operational date.

### **1.12.3. Operations Phase**

During the Operations Phase, the Contractor must perform the responsibilities described in this RFP. The Contractor shall adhere to the performance requirements of the Contract as well as the requirements of any revisions in federal and state legislation or regulations which may be enacted or implemented during the period of performance of this Contract that are directly applicable to the performance requirements of this Contract. It is anticipated that DOM will begin the Operations Phase on March 1, 2016.

### **1.12.4. Turnover Phase**

During this phase the Contractor shall prepare DOM or other applicable parties to take over the operations of those initiatives implemented under this Contract. The Contractor shall put procedures in place and provide training so that DOM sustains the ability to continue each initiative even after the project is completed and after expiration of the Contract. The Contractor shall provide detailed written documentation of all new procedures



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implemented and any system changes made during the Operations Phase. Failure to properly prepare the State and provide written documentation will be cause for continued withholding of payment(s).

Upon receipt of notification of DOM's intent to transfer the Contract functions, the Contractor shall provide a Turnover Plan to DOM within the time frame specified by DOM. The Contractor shall take no action(s) that will hinder the orderly transition of duties and responsibilities from the Contractor to another separate contractor upon termination of this Contract. Time lines for turnover activities will be specified by DOM. The Turnover Plan shall include, but is not limited to, the following:

1. Proposed approach to turnover;
2. Tasks and subtasks for turnover;
3. Schedule for turnover;
4. Detailed chart depicting the Contractor's total operation; and
5. Transfer of Medicaid documents and case files to DOM or its designated agent.

Deliverables shall be produced in an organized manner according to reasonable and customary business standards. Deliverables shall be turned over to DOM in a form and condition that is satisfactory to DOM and in the time frames specified by DOM. Deliverables include but not limited to the following:

1. Turnover Plan;
2. Detailed organizational chart;
3. All Medicaid documents and case files; and
4. Turnover results report.

### **1.13. Failure to Implement**

If the Contractor awarded the Medicaid Utilization contract for advanced imaging services does not meet the operational start date of March 01, 2016 the Contractor shall pay to DOM liquidated damages in the amount of one thousand dollars and zero cents (\$1,000.00) per calendar day from March 01, 2016, until the Contractor becomes fully operational.

### **1.14. Contractor Payment**

#### **1.14.1. Implementation Price**

The Contractor shall be paid an implementation price of no more than the actual implementation costs up to the amount specified in the Contractor's proposal set forth in Budget Summary (Appendix A). The total bid price for implementation must be entered in the appropriate block of Appendix A.

**1.14.2. Operational Price**

The Contractor shall be paid monthly in accordance with the Contractor's bid price proposal set forth in Budget Summary (Appendix A), which shall be firm and fixed price, unless otherwise specified, for the period of the Contract. The Contract award will be based on the submitted price per year and the total amount payable under the Contract will not exceed the submitted price per year unless amended by DOM based on increased review volume. Payment will be based on submitted invoices and progress reports. Progress reports must provide a description to sufficiently support payment by DOM. The deliverable-based payments for this project will be made only upon DOM acceptance of the prescribed deliverables.

**1.14.3. Turnover Price**

No specific or lump-sum payment shall be made by DOM for Turnover Phase services. Payment for such services shall be encompassed in the Operations Phase.

**1.14.4. Travel**

Travel costs must be included as a component of the operations costs. Costs of travel performed in conjunction with performing the responsibilities of this Contract shall not exceed travel rates allowed by the state for state employee travel. Rates can be found at [www.dfa.state.ms.us/Purchasing/Travel/Travel.html](http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html). All travel must be pre-approved by DOM in writing prior to the travel occurring.

**1.14.5. Erroneous Issuance of Compensation**

In the event compensation to the Contractor of any kind is issued in error, the Contractor shall reimburse DOM the full amount of erroneous payment within thirty (30) calendar days of receipt of written notice of such error. Interest shall accrue at the statutory rate upon any amounts determined to be due and not repaid within thirty (30) days following the notice. If payment is not made within thirty (30) days following notice, DOM may deduct the amount from the Contractor's monthly administrative invoice.

**1.14.6. Release**

Upon final payment of the amounts due under this Contract, the Contractor shall release DOM and its officers and employees from all liabilities and obligations whatsoever under or arising from this Contract. Payment to the Contractor by DOM shall not constitute final release of the Contractor. Should audit or inspection of the Contractor's records or client complaints subsequently reveal outstanding Contractor liabilities or obligations, the Contractor shall remain liable to DOM for such liabilities and obligations. Any overpayments by DOM shall be subject to any appropriate recoupment to which DOM is lawfully entitled. Any payment under this Contract shall not foreclose the right of DOM to recover excessive or illegal payments as well as interest, attorney fees, and costs incurred in such recovery.

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## **2 AUTHORITY**

This RFP is issued under the authority of Title XIX of the Social Security Act as amended, implementing regulations issued under the authority thereof, and under the provisions of the Mississippi Code of 1972, as amended. All prospective contractors are charged with presumptive knowledge of all requirements of the cited authorities in this RFP. The submission of a valid executed proposal by any prospective contractor shall constitute admission of such knowledge on the part of each prospective contractor. Any proposal submitted by any prospective contractor which fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

Medicaid is a program of medical assistance for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX of the Social Security Act, as amended. In Mississippi, the state Medicaid agency also administers the separate CHIP program under Title XXI of the Social Security Act, as amended.

In addition, Section 1902(a)(30)(A) of the Social Security Act, as amended, requires that State Medicaid Agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure “efficiency, economy, and quality of care.”

### **2.1 ORGANIZATIONS ELIGIBLE TO SUBMIT PROPOSALS**

To be eligible to submit a proposal, an Offeror must provide documentation for each requirement as specified below:

1. The Offeror has not been sanctioned by a state or Federal government within the last ten (10) years.
2. The Offeror must have experience in contractual services providing the type of services described in this RFP.
3. The Offeror must be able to provide each required component and deliverable as detailed in the Scope of Work.

### **2.2 PROCUREMENT APPROACH**

The major steps of the procurement approach are described in detail in Section 3 of this RFP. Proposals must be submitted in two (2) parts: Technical Proposal and Business Proposal. The format and content are each specified in Sections 5 and 6 of this RFP.

### **2.3 ACCURACY OF STATISTICAL DATA**

All statistical information provided by DOM in relation to this RFP represents the best and most accurate information available to DOM from DOM records at the time of the RFP preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data. Should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract rejection by any Offeror. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after contract award. Statistical information is available on DOM’s Website.

## **2.4 ELECTRONIC AVAILABILITY**

The materials listed below are on the Internet for informational purposes only. This electronic access is a supplement to the procurement process and is not an alternative to official requirements outlined in this RFP.

This RFP and RFP Questions and Answers (following official written release) will be posted on the bids/proposals page of the DOM website at <http://www.medicaid.ms.gov/resources/procurement/>.

Information concerning services covered by Mississippi Medicaid and a description of the DOM organization and functions can also be found on the Procurement page of the DOM website.

DOM's website is <http://www.medicaid.ms.gov> and contains Annual Reports, Provider Manuals, Bulletins and other information. The DOM Annual Report Summary provides information on beneficiary enrollment, program funding, and expenditures broken down by types of services covered in the Mississippi Medicaid program for the respective fiscal years.

State financial information is available at <http://www.dfa.state.ms.us>. The State of Mississippi portal is <http://www.mississippi.gov>.

Information regarding Mississippi Department of Information Technology Services Enterprise Security Policy can be found at <http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

Regulations of the State Personnel Board/Personal Services Contract Review Board can be found at <http://www.mspb.ms.gov>.

The Mississippi Code of 1972 covers all sections of and amendments to the Constitution of the United States and the Constitution of the State of Mississippi. Access to the Mississippi Code can be found at [http://www.sos.state.ms.us/ed\\_pubs/mscode/](http://www.sos.state.ms.us/ed_pubs/mscode/).

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### **3 PROCUREMENT PROCESS**

#### **3.1 APPROACH**

This RFP is designed to provide the Offeror with the information necessary to prepare a competitive proposal. Similarly, the RFP process is intended to also provide DOM with the necessary information to adequately assist DOM in the selection of a Contractor to provide the desired services. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive and accurate proposal. DOM reserves the right to interpret the language of this RFP or its requirements in a manner that is in the best interest of the State.

DOM will ensure the fair and equitable treatment of all persons and Offerors in regards to the procurement process. The procurement process provides for the evaluation of proposals and selection of the winning proposal in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the State Personal Service Contract Review Board Regulations which are available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

Separate technical and business proposals must be submitted simultaneously but will be opened at different stages of the evaluation process. Technical Proposals will be thoroughly evaluated in order to determine point scores for each evaluation factor and a final technical score determined before evaluation of the Business Proposal. The evaluation and selection process is described in more detail in Section 7 of this RFP.

Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in Section 7 of this RFP, and constitutes acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM. Failure to comply with this provision may result in the Offeror being disqualified.

#### **3.2 QUALIFICATION OF OFFEROR**

Each corporation shall report its corporate charter number in its transmittal letter or, if appropriate, have attached to its transmittal letter a signed statement to the effect that said corporation is exempt from the above described, and set forth the particular reason(s) for exemption. All corporations shall be in full compliance with all Mississippi laws regarding incorporation or formation and doing business in the State of Mississippi and shall be in compliance with the laws of the state in which they are incorporated, formed, or organized.

DOM may make such investigations as necessary to determine the ability and commitment of the Offeror to adhere to the requirements specified within this RFP and its proposal, and the Offeror shall furnish to DOM all such information and data for this purpose as may be requested. DOM reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capability to fulfill the requirements of the contract. DOM reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy DOM that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the items contemplated.

DOM reserves the right to reject any and all proposals, to request and evaluate “best and final offers” from some or all of the respondents, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, to award a contract to other than the lowest cost Offeror, or not to make any award if it is determined to be in the best interest of DOM and the State.

Discussions may be conducted by the procurement officer with any Offeror that submits a proposal determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions. DOM reserves the right to request additional information or clarification of an Offeror’s proposal. The Offeror’s cooperation during the evaluation process in providing DOM staff with adequate responses to request for clarification will be considered a factor in the evaluation of the Offeror’s overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at DOM’s discretion, result in the disqualification of the Offeror’s proposal.

### **3.3 RULES OF PROCUREMENT**

To facilitate the DOM procurement, various rules have been established and are described in the following paragraphs.

#### **3.3.1 Restrictions on Communications with DOM Staff**

From the issue date of this RFP until a Contractor is selected and the contract is signed, Offerors and/or their representatives are not allowed to communicate with any DOM staff regarding this procurement except the RFP Issuing Officer Matthew Nassar.

For violation of this provision, DOM shall reserve the right to reject any proposal.

#### **3.3.2 Amendments to this Request for Proposals**

DOM reserves the right to amend the RFP at any time. All amendments will be posted to the DOM website at <http://www.medicaid.ms.gov>. After July 17, 2015 Offerors submitting proposals will be notified when amendments are released.

Offerors shall acknowledge receipt of any amendment to the solicitation, by signing the form provided with the amendment, and identifying the amendment number and date in the Offeror’s Transmittal Letter. The acknowledgment must be received by DOM by the time and at the place specified for receipt of bids.

#### **3.3.3 Cost of Preparing Proposal**

Costs of developing the proposals are solely the responsibility of the Offerors. DOM will provide no reimbursement for such costs. Any costs associated with any oral presentations to DOM will be the responsibility of the Offeror and will in no way be billable to DOM. If site visits are made, DOM’s cost for such visits will be the responsibility of DOM and the Offeror’s cost will be the responsibility of the Offeror and will in no way be billable to DOM.

#### **3.3.4 Certification of Independent Price Determination**

The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication,

or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

### **3.3.5 Acceptance of Proposals**

After receipt of the proposals, DOM reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by DOM. After review DOM may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DOM and the State of Mississippi.

DOM also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DOM and the State of Mississippi. A minor irregularity is defined as a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DOM.

Where DOM may waive minor irregularities as determined by DOM, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

DOM reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. DOM will award a firm fixed price contract to the Offeror whose offer is responsive to the solicitation and is most advantageous to DOM and the State of Mississippi in price, quality, and other factors considered.

### **3.3.6 Rejection of Proposals**

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award. DOM reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-responsive. DOM further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive as specified in Section 3-401 of the Personal Services Contract Review Board Regulations.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is clearly unreasonable.



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9. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
10. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
11. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.
12. The Offeror currently owes the State money.

### **3.3.7 Alternate Proposals**

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one Technical Proposal and one Business Proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Offeror's proposal. Submission of more than one proposal by an Offeror may, at the discretion of DOM, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

### **3.3.8 Proposal Amendments and Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to DOM, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. DOM will not merge, collate, or assemble proposal materials.

Unless requested by DOM, no other amendments, revisions, or alterations to proposals will be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) days from the proposal due date.

### **3.3.9 Disposition of Proposals**

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DOM shall upon receipt become and remain the property of DOM. DOM will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.

### **3.3.10 Responsible Contractor**

DOM shall contract only with a responsible Contractor who possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation. In letting the contract, consideration shall be given to such matters as Contractor's integrity, performance history, financial and technical resources, and accessibility to other necessary resources.



### **3.3.11 Best and Final Offers**

The Executive Director of DOM may make a written determination that it is in the State's best interest to conduct additional discussions or change the State's requirements and require submission of best and final offers. The Procurement Officer shall establish a date and time for the submission of best and final offers. Otherwise, no discussion of or changes in the bids shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

### **3.4 ORAL PRESENTATION**

Oral presentations may be held as part of the Technical Evaluation; however, they are not required. At the discretion of DOM, all Offerors receiving a minimum of three hundred fifty (350) points of the total score on the Technical Phase of the evaluation may be given the opportunity to make an oral presentation. The purpose of the oral presentation is to provide an opportunity for the Offeror to present its proposal and credentials of proposed staff, and to respond to any questions from DOM. The original proposal cannot be supplemented, changed, or corrected either in writing or orally.

The presentation will occur at a State office location in Jackson, Mississippi. Offerors will receive a ten (10) day prior notification requesting their participation in Oral Presentations. The determination of participants, location, order, and schedule for the presentations is at the sole discretion of DOM and will be provided during the Evaluation process. The presentation may include slides, graphics, and other media selected by the bidder to illustrate the Offeror's Proposal.

The presentations are tentatively scheduled for August 25 -August 27, 2015. The Offeror's presentation team shall include, at a minimum, the proposed Project Manager and other key management staff necessary to implement the Contract requirements. However, DOM reserves the right to limit the number of participants in the Offeror's presentation and will notify Offeror of any limitations at the time they are notified of the request to participate. DOM reserves the right to limit the time period for the presentation.

### **3.5 STATE APPROVAL**

Approval from the State Personal Services Contract Review Board must be received before contract execution. Every effort will be made by DOM to facilitate rapid approval and a start date consistent with the proposed schedule.

### **3.6 NOTICE OF INTENT TO AWARD**

Award shall be made in writing to the responsible Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and evaluation factors set forth in the RFP. The notice of intended contract award shall be sent by e-mail with reply confirmation to the winning Offeror. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

Consistent with existing State law, no Offeror shall infer or be construed to have any rights or interest to a contract with DOM until final approval is received from all necessary entities and until both the Offeror and DOM have executed a valid contract.

### **3.7 POST-AWARD DEBRIEFING**

#### **3.7.1 Debriefing Request**

Offerors may request a post-award debriefing, by email to the Procurement Officer, to be received by DOM within three (3) business days of notification of the contract award. The Offeror must submit a list of written questions simultaneously with its debriefing request. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the Offeror must notify DOM and identify the Offeror's attorney prior to the debriefing. DOM may include its own legal representation in the debriefing.

**Debriefings will not be held during the protest period. Offerors who submit a protest will not be granted a debriefing.**

#### **3.7.2 Scheduling the Debriefing**

The debriefing may occur any time after the protest period has passed. The debriefing may be conducted during a face-to-face meeting, by telephone, or by any other method acceptable to both DOM and the Offeror. The Procurement Officer or designee shall chair the meeting, and where practicable, may include other staff with direct knowledge of the procurement.

#### **3.7.3 Information to Be Provided**

The debriefing information may include the following:

1. Evaluation of significant weaknesses or deficiencies in the Offeror's proposal, if applicable;
2. The overall evaluated technical rating of the debriefed Offeror;
3. The overall ranking of all Offerors developed during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions as submitted by the debriefed Offeror with its request for debrief. Questions may pertain to selection procedures contained in the RFP, applicable regulations, and other applicable authorities that were followed.

#### **3.7.4 Information Which Will Not Be Provided**

The debriefing shall not include point-by-point comparisons of the debriefed Offeror's proposal with those of other Offerors. Moreover, DOM shall not reveal any information prohibited by law and/or the following:

1. Trade secrets as identified by the Offeror;
2. Privileged or confidential processes and techniques as identified by the Offeror;
3. Commercial and financial information that is privileged or confidential, to include Offeror's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the Offeror and/or;
4. The names of individuals providing reference information about any Offeror's past performance.

DOM will not release copies of proposals or price information in the debriefing. These items may be requested through a Request for Public Information to DOM's Public Information Officer at [RFI@medicaid.ms.gov](mailto:RFI@medicaid.ms.gov).

### **3.8 PROTEST POLICY AND PROCEDURES**

#### **3.8.1 Form of the Protest**

Offerors who submit technical and business proposals in response to this RFP may protest the award of the contract resulting from this RFP. Protests must be made in writing and must be received no later than seven (7) business days from the notice of non-award. Protests should be addressed to DOM's Executive Director and must contain specific grounds for the protest. Supporting documentation may be included with the protest.

A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived.

Only the following are acceptable grounds for protest:

- Failure to follow any of the following: 1) DOM procedures established in the RFP, 2) DOM rules of procurement, or 3) PSCRB Rules and Regulations;
- Errors in computing scores which contributed to the selection of an Offeror other than the lowest and best bidder; or,
- Bias, discrimination, or conflict of interest on the part of an evaluator.

Disallowed grounds include:

- Evaluators' qualifications to serve on the Evaluation Committee;
- The professional judgment of the Evaluation Committee; and,
- DOM's assessment of its own needs regarding the solicitation.

A protest that is incomplete or not submitted within the prescribed time limits will be summarily dismissed.

#### **3.8.2 Protest Bond**

Protests must be accompanied by a fifty thousand dollars and zero cents (\$50,000.00) bond. The protest bond must be maintained through final resolution, whether at the agency level or through a court of appropriate jurisdiction.

DOM will return a protest bond if (1) the protesting Offeror withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DOM finds that an Offeror's protest has no merit, DOM shall at its own discretion retain all or a percentage of the submitted bond. Please refer to Section 4.9 for further details regarding proposal protests.

#### **3.8.3 DOM's Responsibilities Regarding Protests**

The Notice of Non-Award shall be accompanied by redacted copies of the evaluation score sheets.

The Procurement Officer shall provide a copy of the protest documents to the successful Offeror within three (3) business days of receipt of the protest. The successful Offeror shall have the right to provide documentation supporting the decision to award.

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The Executive Director shall review all documentation concerning the procurement and may request additional documentation. He/She shall then determine whether or not the award of the contract shall be delayed or cancelled; or, if the protest is clearly without merit or that award of the contract without delay is necessary to protect the interests of the State. The Executive Director will provide written notice of the decision to the protesting Offeror. This written notice will be the final agency decision.

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## **4. TERMS AND CONDITIONS**

### **4.1 GENERAL**

The contract between the State of Mississippi and the Contractor shall consist of 1) the contract and any amendments thereto; 2) this RFP and any amendments, attachments or exhibits thereto; 3) the Contractor's proposal submitted in response to the RFP by reference and as an integral part of this contract; 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the contract and its amendments shall govern. The RFP in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the contract, the Contract shall govern. After the Contract, the order of priority is: Att. D, Bidder Questions and Answers; Att. C or E, the Business Proposal or BAFO; Att. A, the RFP and any amendments, attachments, or exhibits thereto; and Att. B, the Technical Proposal. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi, 39201, for inspection or on the web at [www.mspb.ms.gov](http://www.mspb.ms.gov).

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change will be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. In some instances, the contract amendment must be approved by CMS before the change becomes effective.

The only representatives authorized to modify this contract on behalf of DOM and the Contractor are shown below:

Contractor: Person(s) designated by the Contractor

DOM: Executive Director

### **4.2 PERFORMANCE STANDARDS, ACTUAL DAMAGES, LIQUIDATED DAMAGES, AND RETAINAGE**

DOM may require corrective action in the event that any deliverable, report or the like should indicate that the Contractor is not in compliance with any provision of this Contract. DOM may also require the modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this Contract. DOM may issue a deficiency notice and may require a corrective action plan be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The corrective action plan shall be subject to approval by DOM, which may accept it as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency, and shall be entitled to exercise any other right or remedy available to it, whether or not it issues a deficiency notice or provides Contractor with the opportunity to take corrective action.

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DOM reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services required pursuant to this contract. DOM may assess liquidated damages against the Contractor pursuant to this section, and deduct the amount of the damages from the Contractor's next contingency payment. Any damages applied prior to recovery of money under this contract shall be applied against the first contingency payment. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Contractor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM will give written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM's determination. Unless a different amount is specifically set forth in Section 1.0 of the RFP, DOM may, at its sole discretion, assess damages between one dollar and zero cents (\$1.00) and five thousand dollars and zero cents (\$5,000.00) for each failure that occurs or remains uncorrected..

Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or State or Federal law. If liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

1. Failure by the Contractor to submit by the due date any material required by the Contract. DOM will give written notice to the Contractor, via fax, e-mail, overnight mail or through regular mail of the late material. The Contractor shall have ten (10) calendar days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the ten (10) calendar day period, DOM, without further notice, may assess damages. (\$250 per instance, per business day)
2. Failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may assess liquidated damages in the amount of two hundred and fifty dollars and zero cents (\$250.00) per business day until the CAP is submitted.
3. Failure to complete items included in the CAP as described above, the Contractor shall pay liquidated damages in the amount of five hundred dollars and zero cents (\$500.00) per calendar day for each day the corrective action is not completed in accordance with the timeline established in the CAP.
4. Failure of the contractor to comply with the close out and turnover requirements of this RFP may result in the assessment of damages of up to ten thousand dollars and zero cents (\$10,000.00), which, if imposed shall be deducted from the final payment to be made to Contractor.
5. Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or RFP not specifically enumerated herein.

### **4.3 TERM OF CONTRACT**

DOM will award a Contract based on proposals. The contract period begins December 1, 2015 and shall terminate November 30, 2018. DOM may have, under the same terms and conditions as the existing contract, an option for two (2) one-year extension periods, provided DOM obtains approval from the Personal Services Contract Review Board to allow an extension period.

#### **4.3.1 Stop Work Order**

1. Order to Stop Work – The DOM Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DOM Contract Administrator shall either
  - a. Cancel the stop work order; or
  - b. Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this contract.
2. Cancellation or Expiration of the Order - If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if
  - a. The stop work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
  - b. The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the DOM Contract Administrator decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract
3. Termination of Stopped Work - If a stop work order or extension is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be negotiated between DOM and the Contractor.

#### **4.3.2 Termination of Contract**

The Contract resulting from this RFP may be terminated by DOM as follows:

1. For default by the Contractor;

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2. For convenience;
3. For the Contractor's bankruptcy, insolvency, receivership, liquidation; and,
4. For non-availability of funds.

At DOM's option, termination for any reason listed herein may also be considered termination for convenience.

**4.3.2.1 Termination for Default by the Contractor**

DOM may immediately terminate this contract in whole or in part whenever DOM determines that the Contractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to resolve such failure within a period of time specified by DOM, after considering the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by DOM of any such failure to satisfactorily perform its contractual duties and responsibilities, DOM may notify the Contractor of the failure and establish a reasonable time period in which to resolve such failure. If the Contractor does not resolve the failure within the specified time period, DOM will notify the Contractor that the contract in full or in part has been terminated for default. Such notices shall be in writing and delivered to the Contractor by certified mail, return receipt requested, or in person.

If, after Notice of Termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence on the part of the Contractor or any subcontractor, the Notice of Termination shall be deemed to have been issued as a termination for the convenience of DOM, and the rights and obligations of the parties shall be governed accordingly.

In the event of Termination for Default, in full or in part as provided by this clause, DOM may procure, upon such terms and in such manner as DOM may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to DOM for any excess costs for such similar supplies or services for the remainder of the contract period. In addition, the Contractor shall be liable to DOM for administrative costs incurred by DOM in procuring such similar supplies or services.

In the event of a termination for default, the Contractor shall be paid for those deliverables which the Contractor has delivered to DOM. Payments for completed deliverables delivered to and accepted by DOM shall be at the contract price.

The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**4.3.2.2 Termination for Convenience**

DOM may terminate performance of work under the contract in whole or in part whenever for any reason DOM shall determine that such termination is in the best interest of DOM.

In the event that DOM elects to terminate the contract pursuant to this provision, it shall notify the Contractor by certified mail, return receipt requested, or delivered in person. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least thirty (30) days from the date of receipt of the notice by the Contractor.



Upon receipt of Notice of Termination for convenience, the Contractor shall be paid the following:

- The contract price(s) for completed deliverables delivered to and accepted by DOM; and,
- A price commensurate with the actual cost of performance for partially completed deliverables.

#### **4.3.2.3 Termination for the Contractor Bankruptcy**

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Bankruptcy Reform Act of 1978 or any other applicable Federal or State statute relating to insolvency or the protection of the rights of creditors, DOM may, at its option, terminate this contract in whole or in part.

In the event DOM elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise DOM.

The Contractor shall ensure and shall satisfactorily demonstrate to DOM that all tasks related to the subcontract are performed in accordance with the terms of this contract.

#### **4.3.2.4 Availability of Funds**

It is expressly understood and agreed that the obligation of DOM to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to DOM, DOM shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expense to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### **4.3.3 Procedure on Termination**

#### **4.3.3.1 Contractor Responsibilities**

Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;

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Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;

Complete the performance of the work not terminated by the Notice of Termination;

Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest;

Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;

Promptly transfer all information necessary for the reimbursement of any outstanding claims; and

Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DOM or its designated Contractor following termination of the contract for any reason.

### **4.3.3.2 DOM Responsibilities**

Except for Termination for Contractor Default, DOM will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DOM. The Contractor shall be reimbursed for partially completed deliverables, accepted by DOM, at a price commensurate with actual cost of performance.

In the event of the failure of the Contractor and DOM to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, DOM shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right of appeal, as stated under Disputes (Paragraph 4.9.5) from any such determination made by DOM.

### **4.3.4 Assignment of the Contract**

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without the prior written consent of DOM. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract and other supplemental contractual documents. No approval by DOM of any assignment may be deemed to obligate DOM beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

#### **4.3.5 Excusable Delays/Force Majeure**

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this Contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control. When such a cause arises, the Contractor shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DOM determines it to be in its best interest to terminate the Contract.

#### **4.3.6 Applicable Law**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable Federal, State, and local laws and regulations.

### **4.4 NOTICES**

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 4.3, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager  
Street Address  
City, State Zip Code

In case of notice to DOM:

Executive Director  
Division of Medicaid  
550 High St., Suite 1000  
Jackson, Mississippi 39201

Copy to Contract Administrator, DOM

### **4.5 COST OR PRICING DATA**

If DOM determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Contractor's certification of current cost or pricing data, then such price or cost shall be

reduced accordingly and this RFP shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

## **4.6 SUBCONTRACTING**

The Contractor is solely responsible for fulfillment of the Contract terms with DOM. DOM will make Contract payments only to the Contractor.

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of DOM. The Contractor shall notify DOM not less than thirty (30) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

Approval of any subcontract shall neither obligate DOM nor the State of Mississippi as a party to that subcontract nor create any right, claim, or interest for the subcontractor against the State of Mississippi or DOM, their agents, their employees, their representatives, or successors.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract.

The Contractor shall be solely responsible for the performance of any subcontractor under such subcontract approved by DOM.

The Contractor shall give DOM immediate written notice by certified mail, facsimile, or any other carrier that requires signature upon receipt of any action or suit filed and prompt notice of any claim made against the Contractor or subcontractor which in the opinion of the Contractor may result in litigation related in any way to the Contract with DOM.

## **4.7 PROPRIETARY RIGHTS**

### **4.7.1 Ownership of Documents**

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, DOM shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of DOM, but DOM shall reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

### **4.7.2 Ownership of Information and Data**

DOM, DHHS, CMS, the State of Mississippi, and/or their agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under any contract resulting from this RFP.

The Contractor agrees to grant in its own behalf and on behalf of its agents, employees, representatives, assignees, and subcontractors to DOM, DHHS, CMS and the State of Mississippi and to their officers, agents, and employees acting in their official capacities a royalty-free, non-exclusive, and irrevocable

license throughout the world to publish, reproduce, translate, deliver, and dispose of all such information now covered by copyright of the proposed Contractor.

Excluded from the foregoing provisions in this Section 4.7.2, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independent of this Contract. Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under Federal and State law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

#### **4.7.3 Public Information**

Offerors must provide an electronic, single document version of proposals redacting those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Sections 25-61-9 and 79-23-1, *et seq.* of the Mississippi Code Annotated of 1972, as amended. Offerors should be aware that the redacted version of their technical proposals is considered public record and is subject to release by DOM pursuant to and in accordance with Section 25-61-1, *et seq.* of the Mississippi Code Annotated of 1972.

#### **4.7.4 Right of Inspection**

DOM, the Mississippi Department of Audit, DHHS, CMS, OIG, the General Accounting Office (GAO), or any other auditing agency prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor must provide access to all facilities and assistance for DOM and Mississippi Audit Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff will be coordinated through DOM and its staff.

#### **4.7.5 Licenses, Patents and Royalties**

DOM does not tolerate the possession or use of unlicensed copies of proprietary software. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software.

The Contractor, without exception, shall indemnify, save, and hold harmless DOM and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. DOM will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for DOM the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Contractor agrees to take back the article and refund the total amount DOM has paid the Contractor under this contract for use of the article.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### **4.7.6 Records Retention Requirements**

Contractor shall comply with the Records Retention Requirements specified in section 1.11.3 (Records Retention and Access to Records) of the RFP.

### **4.8 REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

### **4.9 INTERPRETATIONS/CHANGES/DISPUTES**

The RFP in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the contract, the Contract shall govern. After the Contract, the order of priority is: Att. D, Bidder Questions and Answers; Att. C or E, the Business Proposal or BAFO; Att. B, the Technical Proposal; and Att. A, the RFP. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

DOM reserves the right to clarify any contractual relationship in writing and such clarification will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of DOM.

The contract represents the entire agreement between the Contractor and DOM and it supersedes all prior negotiations, representations, or agreements, either written or oral between the parties hereto relating to the subject matter hereof.

#### **4.9.1 Conformance with Federal and State Regulations**

The Contractor shall be required to conform to all Federal and State laws, regulations, and policies as they exist or as amended.

In the event that the Contractor requests that the Executive Director of DOM or his/her designee issue policy determinations or operating guidelines required for proper performance of the contract, DOM shall do so in a timely manner. The Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

The Contractor expressly agrees to all of the provisions and requirements as set forth in the State Plan for Medical Assistance approved by the State of Mississippi and by the Secretary of the United States Department of Health and Human Services, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on the Contractor.

#### **4.9.2 Waiver**

No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this Contract shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Contract.

Moreover, no delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.

#### **4.9.3 Severability**

If any part, term or provision of the contract (including items incorporated by reference) is held by the courts or other judicial body to be illegal or in conflict with any law of the State of Mississippi or any Federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Contract did not contain that particular part, term or provision held to be invalid.

#### **4.9.4 Change Orders and/or Amendments**

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to DOM within thirty (30) days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes Clause of this Contract. Nothing in this clause, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

If the parties are unable to reach an agreement within thirty (30) days of DOM receipt of the Contractor's cost estimate, the Executive Director of DOM shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by DOM subject to the Contractor's right to appeal the Executive Director's determination of the price pursuant to the Disputes clause.

The rate of payment for changes or amendments completed per contract year shall be at the rates specified by the Contractor's proposal.

At any time during the term of this contract, DOM may increase the quantity of goods or services purchased under this contract by sending the Contractor a written amendment or modification to that effect which references this contract and is signed by the Executive Director of DOM. The purchase price shall be the lower of the unit cost identified in the Contractor's proposal or the Contractor's then-current,



published price. The foregoing shall not apply to services provided to DOM at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

#### **4.9.5 Disputes**

Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DOM who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

#### **4.9.6 Cost of Litigation**

In the event that DOM deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which DOM prevails. Neither the State of Mississippi nor DOM shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against DOM regarding the provisions of the contract. Legal action shall include administrative proceedings.

#### **4.9.7 Attorney Fees**

The Contractor agrees to pay reasonable attorney fees incurred by the State and DOM in enforcing this Contract or otherwise reasonably related thereto.

### **4.10 INDEMNIFICATION**

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damage, costs or expenses which DOM may sustain, incur or be required to pay: 1.) by reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2.) by reason of the Contractor or its employee, agent, or person within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited to DOM or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.



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The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1.) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2.) breaching in any manner the confidentiality required pursuant to Federal and State law and regulations.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

If in the reasonable judgment of DOM a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by DOM or by another resource without unduly interfering with the continued performance of the Contractor, DOM may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse DOM for the entire cost of those services. DOM may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

### **4.10.1 No Limitation of Liability**

Nothing in this contract shall be interpreted as excluding or limiting any liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor, or for damages incurred in the negligent performance of duties by the Contractor, or for the delivery by the Contractor of products that are defective, or for breach of contract or any other duty by the Contractor. Nothing in the contract shall be interpreted as waiving the liability of the Contractor for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense related to the Contractor's conduct or performance under this contract.

### **4.10.2 Third Party Action Notification**

Contractor shall give DOM prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

## **4.11 STATUS OF THE CONTRACTOR**

### **4.11.1 Independent Contractor**

It is expressly agreed that the Contractor is an Independent Contractor performing professional services for DOM and is not an officer or employee of the State of Mississippi or DOM. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and DOM.

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The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, DOM, in its sole discretion, may terminate this contract.

The Contractor shall not purport to bind DOM, its officers or employees nor the State of Mississippi to any obligation not expressly authorized herein unless DOM has expressly given the Contractor the authority to do so in writing.

The Contractor shall give DOM immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Contractor's ability to perform.

No other agreements of any kind may be made by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under this contract or used in the operation of this program without the written approval of DOM. Specifically, DOM reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract.

In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or DOM except within the confines of its role as an Independent Contractor for DOM. DOM's approval must be received in all instances in which the Contractor distributes publications, presents seminars or workshops, or performs any other outreach.

The Contractor shall not use DOM's name or refer to the Contract and the services provided therein directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from DOM.

### **4.11.2 Employment of DOM Employees**

The Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of DOM, without the written consent of DOM. Further, the Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the contract, any former employee of DOM who has not been separated from DOM for at least one year, without the written consent of DOM.

The Contractor shall give priority consideration to hiring interested and qualified adversely affected State employees at such times as requested by DOM to the extent permitted by this contract or State law.

### **4.11.3 Conflict of Interest**

No official or employee of DOM and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate Federal law enforcement officers for review.

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The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed including subsidiaries or entities that could be misconstrued as having a joint relationship, and no immediate family members of Medicaid providers shall be employed by the Contractor.

### **4.11.4 Personnel Practices**

All employees of the Contractor involved in the Medicaid function will be paid as any other employee of the Contractor who works in another area of their organization in a similar position. The Contractor shall develop any and all methods to encourage longevity in Contractor's staff assigned to this contract.

Employees of the Contractor shall receive all benefits afforded to other similarly situated employees of the Contractor.

The Contractor must agree to sign the Drug Free Workplace Certificate (Exhibit 1).

### **4.11.5 No Property Rights**

No property rights inure to the Contractor except for compensation for work that has already been performed.

## **4.12 EMPLOYMENT PRACTICES**

The Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, religion, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that the Contractor will strictly adhere to this policy in its employment practices and provision of services, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations related to unlawful discrimination, as now existing and as may be amended or modified.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, or any other consideration made unlawful by Federal, State, or local laws, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all

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persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related State laws and regulations, if any.

The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and related State laws and regulations, if any.

If DOM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, DOM reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

### **4.13 OWNERSHIP AND FINANCIAL INFORMATION**

#### **4.13.1 Information to Be Disclosed**

In accordance with 42 C.F.R. § 455.104(b), the Contractor shall disclose the following:

1. The name and address of any individual or corporation with an ownership or control interest in the disclosing entity, DOM's fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business, every business location, and P.O. Box address;
2. Date of birth and Social Security Number (in the case of an individual);
3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or DOM's fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or DOM's fiscal agent or managed care entity) has a five percent (5%) or more interest;
4. Whether the individual or corporation with an ownership or control interest in the disclosing entity (or DOM's fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the individual or corporation with an ownership or control interest in any subcontractor in which the disclosing entity (or DOM's fiscal agent or managed care entity) has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
5. The name of any other disclosing entity (or DOM's fiscal agent or managed care entity) in which an owner of the disclosing entity (or DOM's fiscal agent or managed care entity) has an ownership or control interest; and,
6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or DOM's fiscal agent or managed care entity).

#### **4.13.2 When Information Will Be Disclosed**

In accordance with 42 C.F.R. § 455.104(c), disclosures from the Contractor are due at any of the following times:

1. Upon the Contractor submitting a proposal in accordance with the State's procurement process;
2. Annually, including upon the execution, renewal, and extension of the contract with the State; and,
3. Within thirty-five (35) days after any change in ownership of the Contractor.

#### **4.13.3 To Whom Information Will Be Disclosed**

In accordance with 42 C.F.R. § 455.104(d), all disclosures must be provided to DOM, the State's designated Medicaid agency.

#### **4.13.4 Federal Financial Participation**

In accordance with 42 C.F.R. § 455.104(e), FFP is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by said section.

#### **4.13.5 Information Related to Business Transactions**

In accordance with 42 C.F.R. § 455.105, the Contractor must fully disclose all information related to business transactions. The Contractor must submit, within thirty-five (35) days of the date on a request by the Secretary or DOM, full and complete information about:

1. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than twenty-five thousand dollars and zero cents (\$25,000.00) during the 12-month period ending on the date of the request; and,
2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

#### **4.13.6 Disclosure of Identity of Any Person Convicted of a Criminal Offense**

In accordance with 42 C.F.R. § 455.106(a), the Contractor must disclose to DOM the identity of any person who:

1. Has ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor; and,
2. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

#### **4.13.7 Disclosure to the Inspector General**

In accordance with 42 C.F.R. § 455.106(b), DOM must notify the Inspector General of the Department of any disclosures under § 455.106(a) within twenty (20) working days from the date it receives the information. DOM must also promptly notify the Inspector General of the Department of any action it takes on the Contractor's agreement and participation in the program.

#### **4.13.8 DOM's Right of Refusal**

In accordance with 42 C.F.R. § 455.106(c), DOM may refuse to enter into or renew an agreement with a Contractor if any person who has an ownership or control interest in the Contractor, or who is an agent or managing employee of the Contractor, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid, or the Title XX Services Program.

Further, DOM may refuse to enter into or may terminate a Contractor agreement if it determines that the Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 455.106(a).

#### **4.13.9 Additional Requirements of DOM and Contractors**

In accordance with 42 C.F.R. § 455.436, the State Medicaid agency and all Medicaid Contractors shall do the following:

1. Confirm the identity and determine the exclusion status of Contractors/subcontractors and any person with an ownership or control interest or who is an agent or managing employee of the Contractor/subcontractor through routine checks of Federal databases; and,
2. Consult appropriate databases to confirm identity of the above-mentioned persons and entities by searching the List of Excluded Individuals/Entities (LEIE) and the System for Award Management (SAM) upon enrollment, re-enrollment, credentialing, or re-credentialing, and no less frequently than monthly thereafter, to ensure that the State does not pay Federal funds to excluded persons or entities.

#### **4.14 RISK MANAGEMENT**

The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by DOM, or imposition of penalties by DOM.

On or before beginning performance under this Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

##### **4.14.1 Workers' Compensation**

The Contractor shall take out and maintain, during the life of this contract, workers' compensation insurance for all employees employed under the Contract in Mississippi. Such insurance shall fully comply with the Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

##### **4.14.2 Liability**

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP and other supplemental contractual documents.

The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this RFP; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this RFP. On an annual basis,



the Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

## **4.15 CONFIDENTIALITY OF INFORMATION**

### **4.15.1 Confidentiality of Beneficiary Information**

All information as to personal facts and circumstances concerning Medicaid beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of DOM and the written consent of the enrolled beneficiary, his attorney, or his responsible parent or guardian, except as may be required by DOM.

The use or disclosure of information concerning beneficiaries shall be limited to purposes directly connected with the administration of the contract.

All of the Contractor officers and employees performing any work for or on the contract shall be instructed in writing of this confidentiality requirement and required to sign such a document upon employment and annually thereafter.

The Contractor shall immediately notify DOM of any unauthorized possession, use, knowledge or attempt thereof, of DOM's data files or other confidential information. The Contractor shall immediately furnish DOM full details of the attempted unauthorized possession, use or knowledge, and assist in investigating or preventing the recurrence thereof.

This requirement of confidentiality survives the term of the Contract between DOM and Contractor.

### **4.15.2 Release of Public Information**

Offerors must provide an electronic, single document version of proposals redacting those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Miss. Code Ann. § 25-61-9 (1972, as amended) and other applicable state and federal law, if any. Offerors should be aware that the redacted version of their proposals is considered public record and is subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, *et seq.* (1972, as amended).

In the event that either party to the executed Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. §25-61-1, *et seq.* (1972, as amended) regarding Public Access to Public Records.

### **4.15.3 Transparency**

The executed Contract, including all Offerors' proposals and any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1, *et seq.* (1972, as amended), and other applicable state and federal law, if any. In

addition, the executed Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by State or Federal law or outside the applicable freedom of information statutes will be redacted by Contractor.

#### **4.16 THE CONTRACTOR COMPLIANCE ISSUES**

The Contractor agrees that all work performed as part of this contract will comply fully with administrative and other requirements established by Federal and State laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.

##### **4.16.1 Federal, State, and Local Taxes**

Unless otherwise provided herein, the contract price shall include all applicable Federal, State, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

##### **4.16.2 License Requirements**

The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

##### **4.16.3 Privacy/Security Compliance**

The Contractor shall execute DOM's Business Associate Agreement (BAA) and Data Use Agreement (DUA) before contract execution. The BAA and DUA can be found on the Procurement Website at <http://www.medicaid.ms.gov/resources/procurement/>. Moreover, all activities under this Contract shall be performed in accordance with all applicable Federal and/or State laws, rules and/or regulations including the Administrative Simplification provisions of HIPAA, as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009, and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information (PHI), as may be applicable to the services under this Contract. Each party to this Contract shall treat all data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under Federal and State law and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected



information, the party shall promptly inform the other party and thereafter respond in conformity with such subpoena as required by applicable State and/or Federal law, rules, and regulations. The provision herein shall survive the termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the parties following termination.

#### **4.16.4 Site Rules and Regulations**

The Contractor shall use its best efforts to ensure that its employees and agents, while on DOM premises, shall comply with site rules and regulations.

#### **4.16.5 Environmental Protection**

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and applicable United States Environmental Protection Agency (EPA) regulation which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor Federal agency and the U. S. EPA Assistant Administrator for Enforcement.

#### **4.16.6 Lobbying**

The Contractor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under Section 1352 of Title 31, United States Code. Failure to file the required certification shall be subject to civil penalties for such failure.

The Contractor shall abide by lobbying laws of the State of Mississippi.

#### **4.16.7 Bribes, Gratuities and Kickbacks Prohibited**

The receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.

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No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise there from.

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

### **4.16.8 Small and Minority Businesses**

DOM encourages the employment of small business and minority business enterprises. Therefore, the Contractor shall report, separately, the involvement in this contract of small businesses and businesses owned by minorities and women. Such information shall be reported on an invoice annually on the contract anniversary and shall specify the actual dollars contracted to-date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted for with such businesses on this contract.

### **4.16.9 Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred under Federal law and regulations or any other state's laws and regulations.

### **4.16.10 E-Payment**

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Section which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

### **4.16.11 Paymode**

Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **4.16.12 E-VERIFICATION**

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 Sections, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system

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replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this provision may subject the Contractor to the following:

1. Termination of this Contract and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or
2. The loss of any license, permit, certification, or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or
3. Both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business with the State.

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## **5. TECHNICAL PROPOSAL**

### **5.1 INTRODUCTION**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. One copy of the proposal must be submitted on CD in a single searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

The Technical Proposal must include the following sections:

1. Transmittal Letter;
2. Executive Summary;
3. Corporate Background and Experience (including audited financials);
4. Ownership and Financial Disclosure Information (Section 4.13 of the RFP);
5. Project Organization and Staffing;
6. Methodology;
7. Project Management and Control; and,
8. Work Plan and Schedule.

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP should be used.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

### **5.2 TRANSMITTAL LETTER**

The Transmittal Letter shall be in the form of a standard business letter on letterhead of the Offeror and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter should identify all material and enclosures being submitted in response to the RFP. Failure to include the statements or items listed below may result in rejection of the proposal. The transmittal letter shall include the following:

1. A statement indicating that the Offeror is a corporation or other legal entity;
2. A statement confirming that the Offeror is registered to do business and in “Good Standing” with the State of Mississippi and providing their corporate charter number to work in Mississippi, if applicable;
3. A statement identifying the Offeror’s Federal tax identification number;
4. A statement that, if the Offeror is awarded the contract, the Contractor agrees that any lost or reduced Federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;

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5. A statement identifying any prior project where the Offeror was terminated before the final solution was operational;
6. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
7. A statement that the Contractor has or has not (*use applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract;
8. A statement that the Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 of the Mississippi Personal Service Contract Procurement Regulations;
9. A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, disability or genetic information;
10. A statement that the Offeror agrees to the language of DOM's BAA and DUA, or has negotiated changes acceptable to DOM;
11. A statement that no cost or pricing information has been included in this letter or any other part of the technical proposal;
12. A statement identifying by number and date all amendments to this RFP issued by DOM which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
13. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;
14. Certification that the Offeror's proposal will be firm and binding for one hundred eighty (180) days from the proposal due date;
15. A statement naming any outside firms responsible for writing the proposal;
16. A statement that the Contractor has included the signed Drug Free Workplace Certificate (Exhibit 1) (Contractor and all subcontractors);
17. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Exhibit 2) with the Transmittal letter;
18. All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the corporate proposal, that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal;
19. All proposals submitted must include a statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest; and,
20. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter must identify and explain these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

### **5.3 EXECUTIVE SUMMARY**

The Executive Summary shall condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of:

1. Proposed work plan;
2. Staff organizational structure;
3. Key personnel; and,
4. A brief discussion of the Offeror's understanding of the objectives and expectations of this RFP.

The Executive Summary should be no more than five (5) single-spaced typed pages in length.

### **5.4 CORPORATE BACKGROUND AND EXPERIENCE**

The Corporate Background and Experience Section shall include for the Offeror details of the background of the company, its size and resources, details of corporate experience relevant to the proposed contract, audited financial statements, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in January 2010 through present date.

#### **5.4.1 Corporate Background**

The details of the background of the corporation, its size, and resources, shall cover:

1. Date established;
2. Location of the principal place of business;
3. Location of the place of performance of the proposed Contract;
4. Ownership (e.g.: public company, partnership, subsidiary);
5. Total number of employees;
6. Number of personnel currently engaged in project operations;
7. Computer resources;
8. Performance history and reputation;
9. Current products and services; and
10. Professional accreditations pertinent to the services provided by this RFP.

#### **5.4.2 Audited Financial Statements**

Audited financial statements for the contracting entity shall be provided for each of the last five (5) years, including, at a minimum:

1. Statement of income;

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2. Balance sheet;
3. Statement of changes in financial position during the last five (5) years;
4. Statement of cash flow;
5. Auditors' reports;
6. Notes to financial statements; and,
7. Summary of significant accounting policies.

The State reserves the right to request any additional information to assure itself of an Offeror's financial status.

### **5.4.3 Corporate Experience**

The Corporate Experience Section must present the details of the Offeror's experience with the type of service to be provided by this RFP and Medicaid experience. A minimum of three (3) corporate references are required for this type of experience. DOM will check references during the evaluation process at its option. Each reference must include the client's name and address and the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by DOM during the evaluation process. DOM reserves the right to contact officials of the client other than those indicated by the Offeror. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized.

The Offeror must provide for each experience:

1. The client's name;
2. Client references (including phone numbers);
3. Description of the work performed;
4. Time period of contract;
5. Total number of staff hours expended during time period of contract;
6. Personnel requirements;
7. Publicly funded contract cost; and,
8. Any contractual termination within the past five (5) years.

### **5.5 PROJECT ORGANIZATION AND STAFFING**

The Project Organization and Staffing Section shall include project team organization, charts of proposed personnel and positions, estimates of the staff-hours by major task(s) to be provided by proposed positions, and résumés of all management and key professional personnel as required in this RFP.

The Offeror shall:

1. Provide experience and qualifications of each staff person proposed to work on this project;
2. Describe how the Offeror will train, educate, and supervise staff regarding this project;
3. Describe how the Offeror will ensure inter-rater reliability among its staff for this project; and,

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4. Discuss the Offeror's relationship with any proposed subcontractors, including how it will monitor these subcontractors; and its experience working with any proposed subcontractors. The Offeror shall provide references and qualifications of proposed subcontractors, and biographies of any subcontractor staff proposed to work on this project.

### 5.5.1 Organization

The organization charts shall show:

1. Organization and staffing during each phase as described in the RFP; and
2. Full-time, part-time, and temporary status of all employees.

### 5.5.2 Résumés

Offerors must submit résumés of all proposed key staff persons - Project Manager, and other key management staff. Experience narratives shall be attached to the résumés describing specific experience with the type service to be provided by this RFP, a Medicaid program, and professional credentials, including any degrees, licenses, and recent and relevant continuing education.

The résumés of proposed personnel shall include:

1. Duration and experience as an employee with the Offeror;
2. All experience in working with Medicaid programs;
3. Experience in the type of services to be provided by this RFP;
4. Relevant education and training, including college degrees, dates of completion, and institution name and address; and,
5. Names, positions, current addresses, and current phone numbers of a minimum of three (3) persons who can give information on the individual's experience and competence. Current DOM staff shall not be submitted for any reference for the above requirements.

The résumés of proposed managers shall also include:

1. Experience in managing large-scale contractual services projects;
2. Other management experience; and,
3. Supervisory experience including details and number of people supervised.

If project management responsibilities will be assigned to more than one individual during the project (i.e., management may be changed following implementation), résumés must be provided for all persons concerned.

Each project referenced in a résumé should include the client name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.



### **5.5.3 Responsibilities**

This section should discuss the anticipated roles of personnel during all phases of the contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included.

### **5.5.4 Backup Personnel Plan**

If additional staff is required to perform the functions of the contract, the Offeror should outline specifically its plans and resources for adapting to these situations. The Offeror should also address plans to ensure the longevity of staff in order to allow for effective DOM support.

## **5.6 METHODOLOGY**

The Methodology Section should describe the Offeror's approach to providing the services described in the Scope of Work, Section 1, of the RFP. This section should contain a comprehensive description of the proposed work plan and specify how it will improve clinical quality, promote beneficiary and provider satisfaction, and achieve savings for the State. The narrative descriptions within this section must include the following:

1. The description shall encompass the requirements of this RFP as outlined in Scope of Work.
2. The Section must describe the methodology to be followed in accomplishing each requirement outlined in the Scope of Work in sufficient detail to demonstrate the Offeror's direction and understanding of this RFP.
3. The Section must include a high-level project plan for the project. This project plan must be at the level of major tasks and milestones and be submitted in Microsoft Project.
4. The Section must summarize how DOM staff will be used as resources in this project. It is DOM's preference that DOM staff be included in all aspects of the engagement.
5. The Section should include information about past performance results and a plan for evaluating the proposed project.

## **5.7 PROJECT MANAGEMENT AND CONTROL**

The Project Management and Control Section shall include details of the methodology to be used in management and control of the project, project activities, and progress reports. This section will also provide processes for identification and correction of problems. Specific explanation must be provided if solutions vary from one phase to another. This section covers:

1. Project management approach;
2. Project control approach;
3. Manpower and time estimating methods;
4. Sign-off procedures for completion of all deliverables and major activities;
5. Management of performance standards, milestones, and/or deliverables;
6. Assessment of project risks and approach to managing them;

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7. Anticipated problem areas and the approach to management of these areas, including loss of key personnel and loss of technical personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Project status reporting, including examples of types of reports; and
11. Approach to DOM's interaction with contract management staff.

### **5.8 WORK PLAN AND SCHEDULE**

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract. The schedule should allow fifteen (15) working days for DOM approval of each submission or re-submission of each individual deliverable, unless another timeframe has been specified for a particular deliverable in other sections of this RFP. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined previously in this RFP. This section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan.
2. Person-weeks of effort for each task or subtask, showing the Offeror's personnel and DOM personnel efforts separately.
3. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
4. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
5. A discussion of how the work plan provides for handling of potential and actual problems.
6. A schedule for all deliverables. A minimum of fifteen (15) business days review time by DOM.

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## **6. BUSINESS/COST PROPOSAL**

### **6.1 GENERAL**

All Offerors must certify in the transmittal letter that their offer shall be binding upon the Offeror for a period of one hundred eighty (180) calendar days following the proposal due date. Pricing will be considered as a separate criteria of the overall bid package.

Offerors must propose a firm fixed price for each of the requirements contained on the pricing schedule (Appendix A).

### **6.2 BID MODIFICATION IN THE EVENT OF A FEDERAL AND/OR STATE LAW, REGULATION OR POLICY**

In the event any change occurs in Federal or State law, regulations, policies, or Medicaid plan coverage, and DOM determines that these changes impact materially on proposal pricing, DOM reserves the right to require the Offerors to amend their proposals. The failure of an Offeror to negotiate these required changes will exclude such Offeror from further consideration for contract award. All proposals shall be based upon the provisions of Federal and State laws and regulations and DOM's approved Medicaid State Plan coverage in effect on the issuance date of this RFP, unless this RFP is amended in writing to include changes prior to the closing date for receipt of proposals.

### **6.3 PROPOSAL CONTENT**

The Business Proposal shall include only the following:

1. Appendix A – Budget Summary - A detailed worksheet by line item of all costs as it pertains to the Contractor Responsibilities and Deliverables as found in Section 1.0 of the RFP.
2. Additional pricing schedules to adequately explain method of cost determination including all assumptions (i.e. service or enrollment volume assumptions).
3. Each pricing schedule must be signed and dated by an authorized corporate official.
4. All proposals submitted by corporations must contain certification by the secretary or other appropriate corporate official, other than the signer of the corporate proposal, that the corporate official signing the corporate proposal has the authority to obligate and bind the corporation to the terms, conditions and provisions of the proposal.

Proposals received that do not include the above items may be rejected at the discretion of DOM. Proposals that contain any material other than the above may be rejected at the discretion of DOM.

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## **7. PROPOSAL EVALUATION**

### **7.1 GENERAL**

An Evaluation Committee comprised of DOM staff will be established to evaluate the merits of eligible proposals. The committee will be appointed by the Executive Director of the Division of Medicaid and will include members who have relevant experience in the Medicaid program. The Committee will be responsible for the evaluation of the technical and business proposals.

### **7.2 EVALUATION OF PROPOSALS**

A standard evaluation form will be utilized by the Evaluation Committee to ensure consistency in evaluation criteria. However, DOM retains the right to deviate from the standard form, if necessary to maintain the integrity of the procurement; and to ensure selection of the best qualified Contractor.

A maximum of 1,000 points will be available for each proposal which shall be comprised of a technical and a business proposal. The points awarded per phase by the evaluation committee will be totaled to determine the points awarded per proposal.

Evaluation of eligible proposals will be conducted in five (5) phases. The Procurement Officer will complete Phase One. The Technical Proposal Evaluation Committee will complete Phase Two. The Business Proposal Evaluation Committee will complete Phase Three. In Phase Four, the Procurement Officer will compile the results of the technical and business evaluations and make a recommendation to the Executive Director of DOM based on the results of the evaluation. In Phase Five the award decision will be made by the Executive Director.

At its option, the State may request an interview from Offerors in a competitive range in the evaluation. Offerors must be prepared to meet with DOM staff within five (5) calendar days of notification. All costs associated with the interview will be the responsibility of the Offeror.

#### **7.2.1 Phase 1 - Evaluation of Offerors' Response to RFP**

In this phase, the Procurement Officer reviews each proposal to determine if each proposal is responsive. Each proposal will be evaluated to determine if it is complete and whether it complies with the instructions to Offerors in the RFP. Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation.

The Procurement Officer will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two. If necessary, the Procurement Officer may request clarifications from the Offeror(s) so they may advance to Phase Two.

#### **7.2.2 Phase 2 - Evaluation of Technical Proposal**

Only those proposals which meet the requirements in Phase One will be considered in Phase Two.

Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by DOM. DOM reserves the right to waive minor variances or reject any or all proposals. In addition, DOM reserves the right to request clarifications or enter into discussions with all Offerors.

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The Evaluation Committee will review each Offeror's Technical Proposal in order to determine if the Offeror sufficiently addresses all of the RFP requirements and that the Offeror has developed a specific approach to meeting each requirement.

TECHNICAL PROPOSAL SECTION	MAXIMUM SCORE
Executive Summary/Understanding of Project	20
Corporate Background and Experience	100
Organization and Staffing	100
Methodology	280
Project Management	100
Work Plan and Schedule	100
<b>TOTAL</b>	<b>700</b>

Proposals must score a minimum of 490 points of the total score in order to proceed to the Business/Cost phase of the evaluation. Proposals receiving less than 490 points will not be considered for the Business/Cost evaluation or contract award. DOM has the discretion to waive any threshold requirement should it become prohibitively exclusive, and if such waiver is in the best interest of the State of Mississippi.

Oral presentations may be held as part of the Technical Evaluation; however, they are not required. Oral presentations will be held solely if desired by DOM. Oral presentations are not evaluated but Technical Proposal evaluations may be adjusted based on information gathered during the oral presentations. Only those proposals scoring 350 or higher during the initial scoring phase will be invited to give Oral Presentations.

### **7.2.2.1 Executive Summary**

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in Section 5.3 of this RFP and is five (5) pages or less in length.

### **7.2.2.2 Corporate Background and Experience**

The Evaluation Committee will evaluate the experience, performance on similar contracts, resources, and qualifications of the Offeror to provide the services required by the RFP. The evaluation criteria will address:

1. Experience of Offeror in providing the requested services.
2. Corporate experience providing similar services.
3. Amount and level of resources proposed by the Offeror.
4. Specific qualifications that evidence the Offeror's ability to provide the services requested.
5. Current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency.

6. Any contract terminations or non-renewals within the past five (5) years.
7. Relevant experience that indicates your organizational qualifications for the performance of the potential contract.

#### **7.2.2.3 Methodology**

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP. In addition to the information required in Section 1.0 of this RFP, the evaluation criteria will address at a minimum the following (if applicable):

1. Processes and requirements for completion of the project.
2. Data management plan, including hardware, software, communications links, and data needs and proposed coordination plan.
3. Processes for maintaining confidentiality of PHI.
4. Processes for development and submission of required deliverables.
5. Scope of services provided through partnerships or subcontractors.
6. Quality Assurance processes.

#### **7.2.2.4 Organization and Staffing**

The Evaluation Committee will review this section of the Offeror's proposal to determine if the proposed organizational structure and staffing level are sufficient to accomplish the requirements of the RFP. The committee will review the organizational chart(s), time lines, the job descriptions including job qualifications, the resumes of staff and their qualifications for the positions they will hold, and the relationship of their past experience to their proposed responsibilities under this contract. The committee will evaluate the explanation of the Offeror regarding the relationship between the Offeror and the Project Manager to determine if they will have sufficient autonomy to make management decisions to improve the Offeror's delivery of services to DOM.

#### **7.2.2.5 Project Management and Control**

The Evaluation Committee will evaluate the Offeror's proposal to determine if all of the elements required by Section 5.7 of the RFP are addressed. Specifically, the committee will evaluate:

1. Offeror's approach to the management of the project and ability to keep the project on target and to ensure that the requested services are provided;
2. Offeror's control of the project to ensure that all requests are being met and that the Offeror is able to identify and resolve problems which occur;
3. Offeror's methods for estimating and documenting personnel hours spent by staff on project activities to be sure they are sound and fair;
4. Offeror's plans to comply with the reporting requirements of the contract, including the provision of status reports to DOM, and whether the reports are appropriate and sufficient to keep DOM informed of all aspects of the implementation and operation of the project; and
5. Offeror's understanding of the importance of interacting with DOM management staff and presenting a plan to do so appropriately.

#### **7.2.2.6 Work Plan and Schedule**

The Evaluation Committee will review and evaluate the work plan and schedule to determine if all tasks are included and if, for each task, a timeline and an identification of staff responsible for the task's accomplishment are indicated. The work plan must provide a logical sequence of tasks and a sufficient amount of time for their accomplishment.

#### **7.2.3 Phase 3 - Evaluation of Business/Cost Proposal**

Only those proposals that satisfactorily completed Phase 2 will be considered for Phase 3. DOM reserves the right to waive minor variances or reject any or all proposals.

Any bid price determined by DOM to be unrealistically or unreasonably low may not be considered acceptable, as such a proposal has a high probability of not being accomplished for the cost proposed. The Offeror may be required to produce additional documentation to authenticate the proposal price.

The maximum 300 points will be assigned to the lowest and best acceptable proposal. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 300 = Z$$

X = lowest bid price

Y = Offeror's bid price

Z = assigned points

#### **7.3 Phase 4 and 5 - Selection**

After the evaluation committee has completed the evaluation of the proposals, a summary report including all evaluations will be submitted to the Executive Director of DOM. The Executive Director will make the final decision regarding the winning proposal.

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## Appendix A - Budget Summary

Section 6.0 addresses submission of the Budget Summary. Failure to follow the submittal instructions will immediately disqualify the Offeror. Operation Cost should not include any Implementation Cost.

<b>Budget Summary</b> <b>Medicaid Utilization Management Program for Imaging Services</b> <b>RFP #20150625</b>				
<b>Name of Offeror:</b>				
<b>Implementation Cost:</b>				
<b>Services</b>	<b>Contract Term 12/1/2015 – 11/30/2018</b>	<b>Renewal Year 1 12/1/2018 – 11/30/2019</b>	<b>Renewal Year 2 12/1/2019 – 11/30/2020</b>	<b>Total</b>
Prior Authorization				
Peer Review				
Focused Studies				
Clinical/Medical Consultation				
Quality Reviews				
<b>Total Contract Cost</b>				
1. Offerors must provide, as an attachment to the Budget Summary, a detailed worksheet by line item of all cost as it pertains to the Contractor responsibilities outlined in Section 1.0 of the RFP. 2. Please estimate cost of the contract the sample number of prior authorizations 11,601*.				
<b>I certify that I am legally obligating the above named Offeror to the conditions of this contract.</b>				
<b>Signature:</b>		<b>Date:</b>		
<b>Printed Name:</b>		<b>Title:</b>		

\*Please note this estimate is a sample number\*

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**Appendix B is located on the DOM Procurement Website:**  
**<http://www.medicaid.ms.gov/resources/procurement/>**

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**EXHIBIT 1**

**DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:**

**GRANTEES OTHER THAN INDIVIDUALS**

**Instructions for Certification**

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to DOM changes during the performance of the grant, the grantee shall inform DOM of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR § 1308.11 through § 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

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"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about

1) The dangers of drug abuse in the workplace; 2) the grantee's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1) Abide by the terms of the statement; and 2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying DOM in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments if needed):

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d)(2) and 76.635(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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Organization

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**EXHIBIT 2**

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions  
45 CFR Part 76,

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Signature

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Date

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Title

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Organization